



*How did the
stand at the
meeting for
our friends as
usual and
10*
Hoonah, Ala., 10-9-1899.

Dear Bro. Clin:

The letter from
Mr. Banks of Aug 28
and yours of Sept 15
have recently been
received. The check
for monthly salary minus
the \$30.00 came all right
and is highly appreciated.
I hope another is now
on the way but of
course it will be
small as I suppose
it will have that \$75.00
for fencing deducted
from it. Very glad I
am that I will
not need to have

the fence put up. I am glad however to say that I have at last received a copy of the survey. It came from Mr. Whitworth. I judge from your letters that you will attend to the filing of the record, now that it is found, and that I need do nothing further about it.

I believe I called your attention in a recent letter to the error which it seems to me was made in enclosing Indian food houses etc. within the survey. I am told that they can sell their

land, so you see that
the survey is almost
worthless so far as it
is expected to keep the
whites out, unless the
Indians refuse to sell.
If the Board clearly under-
stand the situation, then
I should say no more,
but I hope I am not
going out of proper
bounds in thus pointing
out what seems to me
an error which should
be corrected.

I am glad to report
that the house is done
inside except a little
painting in the kitchen

which is not done
because my supply
of white lead run out.
The materials which I
bought at Seattle
proved to be very close
to the proper quantities.
It expect the store here to
be opened again in a
few days so I can then
get more lead. I wish
you could see what a
transformation we have
made here. Mr. Austin
would not be able to
recognize it. I will
send a sketch of the
house soon with its
dimensions etc for you
to put on file for the
benefit of future

missionaries whom
you send here.

To day we put new
shingles on the wash
house as it had been
leaking badly. We are
now ready to go at the
cistern if the weather
will permit. Rain
has fallen almost
constantly for five weeks.
Dark snow is in sight
and we have had one
hard freeze ^{Oct 1} & a
good frost Sept 3.

I wrote you a
letter while we were
at Juneau so you
are already aware of

our little visit. He came
back on a small steamer
as the weather was
unfit for a woman
to go in a sail boat.
Thirty-five dollars seems a
little extravagant to pay
for two people to go 75
miles, but there seems
no help for it. He did
enjoy getting in touch
with civilization again.
I suppose you will
smile when I say we
brought a live chicken
along back and today
we ate our first chicken
since coming to
Alaska.

I brought along
two barrels of cement

and $2\frac{1}{2}$ thousand shingles
beside a piece of linoleum
for our new hall. I
paid \$13.00 for the ^{two barrels} cement
which is a slight ad-
vance on New York
prices. If we succeed
with the cistern and
escape the necessity of
melting snow this
winter, it will indeed
be cause for gratitude.

I wrote you recently
that I expected to secure
an interpreter for the
whole year. But during
our visit at Jemea
I learned that the
prospective assistant

was a good man &
avoid altho very
capable. So the deal is
off, but the proposition
brought my old inter-
preter Miller Hammond
& a more correct esti-
mate of himself so
unless he goes back
on an offer he made me
when we started & further
I will secure him
instead. He has not
returned yet from further
but I expect him any
time and hope soon to
write that a contract is
made which will
give me an interpreter
almost the whole year.

Praise the Lord that you
don't need an interpreter.
It makes lots of irrita-
tion. I hope I will have
less of it hereafter as I
have given some people
to understand that they
can stop interfering
in business which
belongs to me. Ah for the
patience of Job, but I confess
I haven't such a stock. If
I had it, and the wisdom
of Solomon and the strength
of Samson and the faith
of Abraham along with
the meekness of Moses,
then I would be pretty
well equipped for this

field. However, we met
Dr. Jackson at Juman and
he cheered us by telling
us the mean traits
shown by our people
are easily surpassed on
other fields.

If you can send
me the balance of my
first year's allowance
for interpreter it will
come in very good as
I am unable to advance
it at present from my
own pocket.

I am glad to say
Mrs. Carle is in pretty
fair health once more.
The trip to Juman agreed
with her very well.

Anna has just passed
her first birthday and is
beginning to walk. She
is in fine health
and very strong. My brother
and myself are also in
usual health and on
the whole we are all
contented and happy
with our lot. May the
blessing of God attend
our labors.

Sincerely Yours,
Thos. M. Earle.

P.P.

May 4th, 1899.

Rev. William Carl,

Hoonah, Alaska.

My Dear Mr. Carl:-

Upon the recommendation of Rev. Sheldon Jackson, D. D., and of Gov. Brady, of Alaska, the Board has decided to fence in with wire its properties in Alaska. This has been deemed wise as a matter of protection against possible encroachment upon the said properties: The Board's holding at Hoonah has, as you possibly may know, been surveyed, the corners marked and the law complied with, so far as there is law applying to Mission lands in Alaska. The plats and notes relating to these boundaries are on file at the Surveyor General's office in Sitka, and, from the report of the Deputy Surveyor, who surveyed the properties two years ago, I take it that there are copies of these notes and plats on file at your station. In view of the above, we have requested our Agents at Portland, Messrs: Welhams & Kerr Brothers, to purchase, as soon as possible, and forward to you, wire sufficient to run a double line about the property at your station, which consists of 200-3/10 acres. Please employ labor and have the fence done as early as is possible at as reasonable a cost as you are able to accomplish it. Mr. Warne, at Chilkat, estimates that it will cost about \$300.00 to fence a section of land. I suppose these figures should apply proportionately to the property at your station as well.

If there are any difficulties in the way which we do not apprehend, kindly communicate with me without delay. I presume you will be able, to some extent at least, to string the wire upon trees, but I imagine that some posts will be necessary. The matter will have to be left very largely to your judgment and discretion. The tide of emigration to Alaska has seemed to make this expenditure necessary.

Very truly yours,

Treasurer.

This letter sent also to
Judge W. A. Kelly, Sitka,
Rev. Edw. Marsden, Saxman,
Rev. J. Loomis Gould, Jackson,

519 acres.
Section.
487 acres.

COPY

F.F.

January 6th, 1900.

Rev. William M. Carle,

Hoonah, Alaska.

My dear Mr. Carle:-

Yours of the 9th ult. has been received. Let me say, in the first place, in reply, I am surprised that our letter of November 15th should have gotten to you through an envelope addressed to brother Jones, or Juneau. Evidently a clerical error in mailing. I have placed your name with our Miss Taft, who looks after the sending of papers to Missionaries, and it is to be hoped that a "Delin-eator" will shortly be at Mrs. Carle's disposal.

As to the putting up of buildings upon the mission lands by your people, this matter was talked over at a conference of our officers a day or two since and the conclusion reached was that it was best not to agitate this matter at all. If your own people desire to put up unobjectionable buildings upon parts of the property which are not actually in use for mission purposes, we do not think it would be wise to interpose objections. When our patent is secured from the Government we can then give title to these people. But if objectionable people, or whites who have no rights there, should attempt to do the same thing, to that, of course, you should object. I should advise that, if our own people desire to put up unobjectionable buildings, as I have said above, you endeavor to control the matter, so far as is possible, in the way of placing them where they will not encroach upon the part of the property which is necessary for mission purposes and for the convenience of the resident missionary.

I take pleasure in enclosing herewith check to your order covering salary to January 16th.

With best wishes for a Happy New Year to you all, I am,

Very truly yours,

H. C. Olin.

Treasurer.

(enclosure)

From Minutes of WTB Apr 9, 1901

"In Sitka, Alaska we have model cottages for our married native workers. These have proved so valuable an acquisition that Rev. Mr. Carl of Hoonah asks to be allowed to erect similar ones in that place. The School Board it seems approves the idea but with the proviso that they shall not be placed too near the school-building, and that the occupants shall adhere strictly to the regulations ruling the cottages in Sitka. A motion carried granting permission for the erection of these cottages and another followed upholding the regulations to govern them"

From Dr McAfie's letter books -

Nov. 13, 1899 -

"Mr Olm will write you."

Jan 6 - 1900

"Mr [unclear] will write you in regard to the buildings erected by the natives on our survey."

Department of the Interior,

OFFICE OF U. S. SURVEYOR GENERAL

FOR THE DISTRICT OF ALASKA,

Sitka,

July 10, 1901.

Mr. Wm. M. Carle,

Hoonah, Alaska.

Dear Sir:-

Your letter of the 10th ult. in regard to the survey of a Mission Reservation at Hoonah, claimed by the Presbyterian Board of Home Missions, is received.

As per request I herewith send you a copy of that portion of the Statute providing for a civil government in Alaska approved June 6th 1900, which relates to the survey of Mission Stations in this District.

"The Indians or persons conducting schools or missions in the district shall not be disturbed in the possession of any lands now actually in their use and occupation, and the land at any station not exceeding 640 acres, occupied as mission stations among the Indian tribes in the section, with the improvements thereon erected by or for such societies, shall be continued in the occupancy of the several religious societies to which the missionary stations respectively belong, and the Secretary of the Interior is hereby directed to have such lands surveyed in compact form as nearly as practicable and patents issued for the same to the several societies to which they belong, but nothing contained in this act shall be construed to put in force in the district the general land laws of the United States."

In formulating rules and regulations for carrying the Statute into effect the Department says:-

"Tracts of land occupied as Mission Stations and Schools are to be surveyed upon such lines and of such extent as the agents or missionaries in charge shall point and designate to the surveyor with the following restrictions:

1st. Surveys must include only such lands as were actually used and occupied for such purposes at the date of the passage of the Act namely, June 6th 1900, and the area of mission lands cannot be extended to embrace land taken for their use after that date.

2. "m.M.Carle.

2nd. Such reservations must be in a compact form as nearly as practicable.

3rd. No mission tract can exceed 640 acres."

You speak of a survey which was made of the Mission Station at Woonah in 1896. This office has no record of such survey. If the field notes and plat of said survey is in your possession you will confer a favor upon this office by furnishing it with a copy of them. They would probably be of much benefit in formulating instructions to the Deputy who may be designated to make the survey. A surveyor will not reach your locality in time to interfere with your plans for August. It is impossible at this time to say when the survey of the station under your supervision can be made but certainly not before September and probably not this season.

In answer to your inquiry as to whether the law allows any other citizen to claim a tract, and if so how large, I will say that Act of May 14th 1898, extended the homestead laws of the United States to Alaska, restricting the area that can be taken to 80 acres, but as the homestead laws, while recognizing settlement upon unsurveyed public lands do not authorize the entry or patenting thereof until the public surveys have been extended over them, and as there have been no public surveys made in Alaska yet, the law is inoperative. I enclose herewith circular issued under the Act of May 14, 1898.

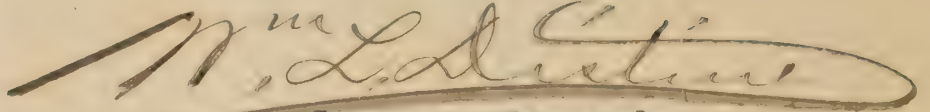
The only way that title to non-mineral lands can be obtained in this District at present is through exercise of soldiers additional homestead rights or for trade, manufacture or other productive industry or for townsite purposes.

A native can acquire title to land the same as any other

3. Wm. M. Carle

person provided he is a citizen of the United States or has declared his intention to become such.

Yours very truly,

A handwritten signature in dark ink, appearing to read "M. L. Dutton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Cir. of May 14, 1898.

Surveyor General.

(C O P Y)

Sitka, October 15, 1901.

Mr. Wm. M. Carle,

Hoonah, Alaska.

Dear Sir:-

Your letter of the 2nd ult., asking that if in making the survey of the mission ground at Hoonah, you can have the lines run so as to include the village, is received.

In reply I will say, the Commissioner of the General Land Office instructs, with the approval of the Secretary of the Interior, in regard to such surveys, that they must include only such lands as were actually used and occupied for such purpose (Mission) at the date of the passage of the Act, namely, June 6th 1900, and the area of mission lands cannot be extended to embrace land taken for their use after that date, and that such reservations must be in a compact form as nearly as possible.

While the lines of survey must be restricted to the land occupied for the purpose of the mission not exceeding 640 acres, any use of the land for purposes in aid of and for the support and maintenance of the mission will be sufficient use and occupancy to authorize the survey and patenting of such lands.

In view of this the returns of the Deputy Surveyor engaged in the work, will be required to show all the facts of the use and necessity of the lands included in his survey to the legitimate purpose of the mission, so that the Department may determine whether the use of the land is of the character contemplated by the law.

The foregoing are some of the rules for the guidance of the Deputy Surveyor, and you are better able to judge whether the land you describe can be included in the survey, in view of these instructions or not.

The survey of the Mission ground at your station cannot be made this season.

In reply to your inquiry as to whether "in granting a patent to such lands, does the patent say, the property or land rather, is granted to be held in trust for the benefit of the natives or is it a clear title of possession" I will say, this office has nothing to do with issuing patents to land only so far as making surveys thereof is concerned, but no doubt the various Missionary Societies will get a clear title to the land embraced in an approved survey of the land occupied and used as Mission Stations.

The Government pays the cost of making these Mission Surveys.

Yours very truly,

(Signed) Wm. L. Distin,

Surveyor General.

(C O P Y)

Washington, D. C.

March 8, 1901.

Board of Home Missions,

New York City, New York.

Sir:-

It gives me pleasure to send for your information a copy of the instructions issued by the Department of the Interior for the guidance of missionary societies in securing titles to their mission premises in Alaska.

Permit me to suggest that your missionaries be informed of this action, and that the request should be sent to the U. S. Surveyor General, Sitka, for survey as indicated. I would also suggest that the missionaries claim not only the land upon which the buildings stand, together with yards and gardens, but additional land for future pasturage, for the procuring of fuel where it is timbered, and for farming work, which will certainly be developed in that region in the rear future.

Then, the mission should also have sufficient land so that they can give small lots to their native members, upon which to build civilized homes, and live in a civilized way, and each native house have a vegetable garden attached to it.

Very respectfully yours,

(Signed)

Sheldon Jackson.

General Agent of Education in
Alaska.

C O. Y.

E. A. W. B.
121851-1900.
23797-1901.

C. L. D. B.
T. W. A.
J. W. W.

February 19, 1901.

Subject: Surveying reservations for Alaska Missions.

The U. S. Surveyor General,
Sitka, Alaska.

Sir:

I have received your letter dated August 27, 1900, transmitting copies of letters from Bishop P. T. Rowe, and Superintendent W. A. Kelly, in which they call attention to the need and propriety of having Government surveys made of certain sites reserved for mission stations and schools in Alaska, as a preliminary to obtaining title by patent from the United States.

The statute providing for a civil government in Alaska, approved June 6, 1900, contains the following (Stats., 56th Cong. 1st Sess., sec. 27, page 330).

"The Indians or persons conducting schools or missions in the district shall not be disturbed in the possession of any lands now actually in their use and occupation, and the land at any station not exceeding 640 acres, occupied as mission stations among the Indian tribes in the section, with the improvements thereon erected by or for such societies, shall be continued in the occupancy of the several religious societies to which the missionary stations respectively belong and the Secretary of the Interior is hereby directed to have such lands surveyed in compact form as nearly as practicable and patents issued for the same to the several societies to which they belong, but nothing contained in this act shall be construed to put in force in the district the general land laws of the United States."

The purpose of said section 27 is to secure to the several religious societies to which the missionary stations respectively belong, the title, as well as the right of possession secured by a previous act (23 Stats., 24), to the lands actually occupied by them

at the date of the act of June 6, 1900, not exceeding 640 acres at any station, with the improvements erected thereon by or for such societies, by having such tracts surveyed and presented to the several societies to which the missionary stations belong.

While the lines of survey must be restricted to the lands actually occupied by the several religious societies for the purposes of the mission at the particular station, not exceeding 640 acres, any use of the lands for purposes in aid of and for the support and maintenance of the mission will be a sufficient use and occupancy to authorize the survey and patenting of such lands.

Without formulating a rigid rule as to the particular uses intended in the act, you are now advised as to the purpose of the proposed surveys; and in the returns of deputy surveyors engaged in the work, they must be required to show all the facts of the use and necessity of the lands to the legitimate purposes of the mission, so that this office may determine whether in any case the use made of the land is of the character contemplated by the law.

The statute imposes upon this office the duty of providing for such surveys of mission lands, by new regulations and instructions specially adapted to the conditions found to control in Alaska. Tracts of land occupied as mission stations and schools are to be surveyed upon such lines and of such extent as the agents or missionaries in charge shall point out and designate to the surveyor, with the following restrictions:

1. Surveys must include only such lands as were actually used and occupied for such purposes at the date of the passage of the act, namely June 6, 1900, and the area of mission lands cannot be extended to embrace land taken for their use after that date.

2. Such reservation must be in compact form as nearly as practicable.

3. No mission tract can exceed 640 acres.

4. The surveys must be made under existing statutes and surveying regulations until further legislation by Congress or additional regulations authorized by the Department. They will therefore necessarily be executed by regular deputy surveyors, and paid for at mileage rates, from the appropriation for surveying the public lands, as no other basis of compensation is now allowed at the Treasury Department. If this condition shall be found prohibitory, on account of long distances to be traveled and high prices of labor and subsistence, surveys must be postponed to await further provision by Congress.

5. All mission surveys must be connected to one or more well known and prominent monuments or objects by which the location can be recorded and identified, with the same care as required in the survey of other Alaska claims, and the lines must be run with courses derived from the true meridian of the place. The use of wooden posts to mark corners should not be permitted. Stones firmly set, or iron posts should be used in all cases, witnessed by bearing objects more permanent than trees, as it is found that any kind of perishable monument is especially useless at an Indian reservation. The Manual provides on page 45 a form for such corners of "reservation and other boundaries not conforming to the system of rectangular surveying". But in addition to the surface stone, it would be well to place a memorial or deposit underneath. There is additional importance in requiring bearings to be taken to near bearing objects (such as a corner of a wall, or a cross cut on a permanent rock or ledge), arising from the tendency of careless persons to dig and destroy every vestige of a

surveyor's corner monument in order to set a fence post or make other improvement.

6. The right of way belonging to the public, of traveling along lands fronting on shores, has been specially secured by the proviso contained in section 10 of the act approved May 14, 1898 (30 Stats., 409), relating to claims for trade and manufactures, by reserving for public uses "a roadway 60 feet in width parallel to the shore line, as near as may be practicable." This right of way has been construed as of general application to all grants or disposals of lands fronting on navigable waters.

You are instructed to consider the applications for survey of mission stations, and report as to the practicability of providing for the work as above indicated. It is suggested that instead of an occasional survey in the irregular order in which they may be called for, your office should receive all the applications likely to be made before beginning the field work, so that all the reserved mission tracts that were in actual use and occupation on June 6, 1900, may be embraced in one general plan for rapid and economical execution. The sooner this is done, the more definite will be the proof of occupation.

To facilitate this result, a letter will be transmitted to the Superintendent of Education for Alaska for his information.

Very respectfully,

(Signed) Binger Hermann,

Commissioner.

L. J.
Approved February 25, 1901:

E. A. Hitchcock,
Secretary.

Department of the Interior,

OFFICE OF U. S. SURVEYOR-GENERAL

FOR THE DISTRICT OF ALASKA,

Sitka, November 4, 1905.

Mr. H.C.Olin,

Treasurer, Board of Home Missions of the Presbyterian Church,
156, Fifth Avenue, New York, N.Y.

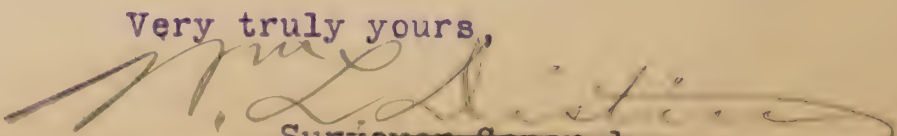
Dear Sir:-

This office is in receipt of your letter of the 19th ult. concerning the survey of the land claimed by your Board at Hoonah, Alaska, as a Mission Station, by Elias Ruud, U.S. Deputy Surveyor. You state your Board has information which leads it to believe that in surveying its station at that place the Deputy has included but a small portion of the claim, with the evident intention of recommending that only the portion surveyed by him be recommended for patent, and vigorous protest is made against such action.

In reply you are advised that Deputy Ruud has not made returns of his survey to this office yet, and it has no knowledge of the amount of land embraced by his survey of your Board's claim at that place.

Your protest is filed and the matter will receive careful consideration when the returns of the survey are received and taken up for action. A copy of your protest will be forwarded to the Hon. Commissioner of the General Land Office with the transcripts of the field notes of the survey when they are forwarded to him, as the Department at Washington will have ultimate jurisdiction in the matter.

Very truly yours,


Surveyor-General

From Mr. Wm. A. Thompson's letter to Dr. Thompson. Dated December 24, 1850.

Wm. A. Thompson
A native couple here, Joseph and Julia Reece, wish to join the church and take upon themselves the obligations of cottagers, Mr. and Mrs. William advised them to build their house on leased property. The William family say that they are very happy in their home and are trying to live up to the rules given them. I am not sure how far they are. Mr. and Mrs. Reece and hope that you will forward the deed for their house. They want to build before winter settles upon us.

From Dr. Thompson's letter to Mrs. Whipkey. Dated November 21, 1850.

Mr. Clin will take up with Mr. Whipkey the matter of the settlement. I will also send to Mr. Whipkey the bill for the settlement of dollars and twenty cents which you name is the total of Mr. Whipkey's bill for traveling expenses from Council to Council.

E. L.

December 4th, 1908.

Rev. Sheldon Jackson, D.D.,
Washington, D. C.

My dear Dr. Jackson:-

As you know, the Government is very slowly proceeding to perfect arrangements to give patents to Alaskan missionary properties. We have been notified that patents will be issued to this Board to four certain pieces, one of them at Hoonah, although at that point they have cut down our acreage from ~~somewhere~~ something over 200 acres, as shown in the application, to less than 20 acres. Now comes a suggestion from the Whipkeys that a native couple, Jos. and Julia Reece, should be permitted to build a cottage upon the property, they taking upon themselves the ~~occupancy~~ obligations of cottagers, as was done in Sitka.

What would be your advice in this matter? Would it, do you think, be safe to permit this occupancy prior to the actual receipt of the patent, and in any event, our acreage being so small, would it, do you think, be wise to permit the natives to build upon the property at all? We shall thank you very sincerely for your view upon the subject.

Trusting that you are well, believe me,

Very sincerely yours,

Treasurer.

The Concord

Washington D.C.

Dec 7, 1908

Mr H.C. Olin New York N.Y.

My dear Mr Olin

Yours of the 4th reached me Saturday evening.

If the Government has cut the Hoonah land down to 20 acres or less. I would retain the whole of it - for the location of the Church & parsonage with garden & grounds.

With regard to Jos & Julia Reece. if they will take a lot just outside of the Mission 20 acres, fence it (no matter how cheaply) build a cottage upon it (no matter how cheap) the Government or law will protect them in the property -

I would suggest to the Board to procure a copy of the latest land laws & send the same to each Mission Station in South-East Alaska. Then if you can find the right kind of a man have him visit each station, interest the natives to plat a village site with lots of uniform size, streets at right angles &c. and then encourage them to build. This has been done successfully at Ketta Kahlta by Mr Duncan & on a smaller scale at Saxonan by Edward Marsden. I had Saxonan surveyed and platted at my own expense, but either the surveyor did not record his field notes & plat as he should, or the Surveyor General failed to record when sent in. They do not appear upon the books as they should.

The natives can settle upon any unoccupied land that they find, & there is abundance of it at present.

I wish that the several denominations at work in Alaska would form a Committee to select & pay an agent to fight the Land Office in Congress. The Land Office is cutting all the Stations down, ignoring the fact that they need land not only for sites for fair buildings & small gardens, but also for grazing ground, for fire wood & other purposes. If the Mission Societies will put a good man at the work, I can give him a plan by which he can cause the Land Office to reverse its present policies.

Congress intended that
the Missions should each
have 640 acres, I know
because I worked the law
through Congress myself.
If that was done, then it
would be well for the Board
to allow Cottages ^{as} at
Sitka. But a Mission
with 20 acres can not give
up an inch of it. In
this latter case however
there is plenty of room
outside of the Mission
ground for the natives.

It is one of the sorrows of
my old age that I have no
longer the strength to take
up and successfully carry
through a problem like the
above. I can however show
another how to do it, if such
an one is appointed -

Sincerely yours

Sheldon Jackson

December 12th, 1908.

Rev. Sheldon Jackson, D.D.,

The Concord,

Washington, D. C.

Dear Dr. Jackson:-

Thank you very much for yours of the 7th inst., in reply to ours of the 4th with regard to the various matters in Alaska, with reference to which we wrote.

Your recommendations with regard to the Hoonah matter, it seems to us, are very wise, and I think action will be taken in accordance therewith. We will at once proceed to get from the Department at Washington a copy of the latest land laws and send them to each mission station in south-eastern Alaska. May we trouble you once more to suggest where we should apply for these land laws, and what particular ~~its~~ description we should give in order to secure what we want and nothing more.

The immediate cause for our letter with regard to Saxman was that the New England Fish Company, through Mr. John M. Stedman, its Ketchikan agent, is running a line for electric power along the shore back of our houses in Saxman, and, as Edward Marsden says, paying no attention whatever to the claims of the Indians. Depending upon the statement which you had made to us years ago, that you had had the Saxman property platted and surveyed at your own expense, the office did not direct Mr. Whitworth to make the survey there when the other points were surveyed. This, as you will remember, was back in 1896 and was done through Dr. McMillan. We did, however, make formal application for this property along with the other properties, in January 1905. That application was made, based upon the then last reports of the Department of the Interior, in which report the Surveyor General of Alaska reported that certain mission lands had been surveyed on account of the Board of Home Missions at certain points in Alaska, and the points named were as follows:

Wrangle,	Saxman,
Haines,	Sitka,
St. Lawrence Island,	
Howkan,	Hoonah,
Eagle,	Pt. Barrow.

Mr. Stedman, the agent of the New England Fish Co. at Ketchikan, writes us under date of November 24th, a copy of which letter I am giving you.

Dr. Jackson, 2.

What advice can you give us as to procedure with regard to this Saxman property, and the action of the Fish Co. in carrying their line across the same?

Your suggestion that the several denominations at work in Alaska should form a committee to select an agent to fight the Land Office in Congress, it seems to us is a good one. Have you any suggestions as to who would make a good agent for this purpose?

Thanking you in advance for any help you can give us, and regretting that we have to trouble you in this matter,

Very cordially yours,

Treasurer.

(Enclosure)

O/S

C. L. THOMPSON.

Woonah, Alaska

Aug 18. 1913.

Mr. Harvey & Olin,
New York City;

Dear Mr Olin:- Your letter
of June 30th received sometime
ago, and since that time
I have been trying to get
competent men to help me
form estimates of the cost
of repairing ~~of~~ the manse
and also to build a new
one.

In the first place, to repair
the old manse we must
have a new roof, the
~~second~~ floor two upstairs
rooms are unfurnished,

The stairs are very poor,
 and we must have all
 new windows and doors.
 Some of the ~~partitions~~ ^{partitions}
 down stairs are single
 partitions. To make the house
 comfortable they must be
 torn out and new ones
 put in. The weather boarding
 is simply nailed on to the
 siding. The three rooms
 down stairs are very
 small, - so small that we
 have difficulty in keeping
 them at a uniform heat.
 A part of the kitchen floor
 must be replaced.

The kitchen, which we now

use as a kitchen and dining room is quite large.

Our one ~~to~~ available bed room is small.

We must have a pantry and a bath room, the whole house must be repapered or heavier board put on. We must have a new wood range. Also we must have at least two chimneys as the ones we now have are terracotta and are cracked and very unsafe. Also the house must be painted.

We must also have

A new yard fence and
 a new walk from the
 Parsonage to the Government
 School house. We would
 like to have a porch
 on the front of the
 house. This would add
 comfort and health.

When Mr Adams was
 here he said that we
 should ~~to~~ tear down the
 old shop which is near our
 house. A

We would also like
 to have the Board consider
 piping the water from
 Cassa Kane's Store to
 the parsonage. I will cheer

-the ditch for the pipe line,
which will save the Board
some money. I will also
put in the new walk and
the new fence if the Board
will allow the appropriation
to cover that.

If we can take the
water of Mr. Kane, he will
take out a water license
to sell water which will
cost him \$50.00 per
year. He cannot sell
a dollar worth of
water until he does.
I would like to hear
from this as soon
as possible so that

I can ^{give} Mr. Kane an
 answer as to what we
 will do. When Mr. Adams
 was here he said that
 he would recommend
 a water system for
 the parsonage.

I will enclose you
 the proposed changes to be
 made in manse and also
 plans for a new house.

We got a competent car-
 penter to help
 figure out the cost of
 the new house, and also
 a fairly good carpenter
 to figure out the repairs
 for the old house.

These estimates are the best I can do now. Perhaps I might be able to find some one who would do better for them. I got a Mr. Davidson of Idaho I met to figure out the cost of the new house. Could not get him to Moonah to figure on the old house as he could not get away.

Mr. Partridge a man who is a fairly good carpenter helped me to form an estimate of the cost of the old building. We can figure the ~~labour~~ ^{labour} to be as much as the

Cost of the material

You will also find enclosed
vouchers for the last five months.

Sincerely yours
Geo. E. Howell.

P.S. You will also find
enclosed receipt for money
paid out for the repairing of
the "Tornado."

James E. B. Co. Inc.
Kew-Forest, N.Y.

Juneau Alaska
Oct. 10. 1913

Mr. Harvey C. Olin,
New York City;

Dear Mr. Olin. Your letter of
Sept 6. at hand and there is great rejoicing
in the Good family. We are planning to
start repairs as soon as shingles and
chimney arrive. Which I hope will
not be later than one more week.

I have had trouble in getting competent
men to do the work. At last I have
got one man who is, they say, is good.

I shall help with the building all I
can, and will endeavor to save every
place possible. I am now in Juneau
looking up material and trying to make
things go. I shall go ahead and buy
on my own personal account until
I receive money from you. I have
to do it because it is now so late
and I must get the roofs and chimneys
in before snow comes.

2

You must not expect unusual rapid progress, as Woonah is an out of the way place, and it takes time to do things.

In your letter you authorized me to call upon the office when in need of money. I will need money as soon as I can get it. I will need eight hundred dollars ^{1800.00,} now, and perhaps more later. I ~~now~~ have to get material and pay for labour, - neither in cheap.

If you can, please send ^{the above amount} ~~money~~ at once so that there will be no delay. I have some material ordered. Will order chemicals to day. Some things I must pay cash for. Can get them cheaper that way.

Yours in haste

Geo. E. Goel
Woonah, Alaska.

P. S. Will give an accurate account of expenditures and take vouchers for labour and material furnished and will send them to you.

1
Hoonah Alaska
Nov 14 1913

Mr. Harvey C. Olin
New York

Dear Mr. Olin. Please
find enclosed vouchers for
Oct. and Nov.

We are working as
rapidly as possible on
the house. We are having
such a time to get material.
There is so much freight
that the S. S. Georgia cannot
carry it fast enough and
there are no other boats
this time of the year. So to
be in Hoonah is not like
being in a large city where
you can order by telephone.
Shingles were shipped to us

from Marshall
 the 25th of October, and they
 are still on the dock in Juneau.
 When we will get them
 I do not know. Some of
 our material we have ordered
 from Seattle. When it will
 get here I do not know.
 We had hoped to have
 every thing done by Xmas,
 but the way things are
 going I do not know
 when we will get through.
 In a place like Hoonah
 we have to learn to wait.

Did you get my
 letter in October, in which
 I asked for eight hundred
 (\$800.00) dollars to apply

on repairs? I stated in that letter that I am going ahead on my own account, so that I might get the work done before it gets so late and so cold.

I am anxious ~~for~~ to get that money as soon as possible so that I will not be delayed. I hope within two weeks to put in the water and bath room fixtures, and then the Ceaver board about 4 mar. Can't tell though.

I am working as much as possible myself so

that I can get every thing
done with the money we have
and perhaps save the
Board some expense.

Sincerely yours
Geo. E. Brown

C. L. THOMPSON.

1
Hoonah, Alaska

Feb 23, 1914

Mr Harvey C. Olin,
New York City;

Dear Mr Olin: We
are still working on the
house. We have the upstairs
about finished, & little
work down stairs and
the porch. Our work
has been much slower
than I had expected. Before
Xmas our baby was
very sick and as we
have to live in one part
of the house while working
on another part we had
to stop work for three

weeks. When I had to
make two trips to Juncos
to which set us back.

We are still working faithfully.

Will turn in all vouchers
at the close of the job
I have all material at
hand. ~~to~~ from now ~~on~~ on
the only expense will be
labor and that will be
plenty. We are quite proud
of the rooms that are finished
I have helped almost all of
the time.

I am sending in this
letter so some vouchers
have been so busy with
the house I neglected them.

I must also send
my expense account

for the mission
 launch "Tornado" for
 last season up to
 and including the present
 time.

I bought at one time
 110 gallons of oil at
 15¢ per gallon, which would
 be \$16.50

At another time 110 gallons
 of oil at 14¢ per gallon
 which would be \$15.40

Last month I bought
 110 gallon at 16¢ per
 gallon, which would be \$17.60

I bought 20 ~~gals~~ gallons
 of cylinder oil, which cost
 \$17.00

4
I had to have the steam
bearing rehabilitated, and the
welder fixed, which cost ten
dollars (\$10.00)

I had to get two quarter
ball flowers, which cost
\$7.25-

I bought six (6) life
preservers, which cost \$1.00

I had to get new life preservers
because of custom house
regulations. They are more
strict than they used to be.

Here is an itemized statement

110 gal oil 18¢ per gal.	\$19.80
110 " " 14¢ " "	15.40
110 " " 16¢ " "	17.60
20 gal cylinder oil	17.00
Repair on welder and steam bearing	10.00
2 quarter ball flowers	17.25-
6 life preservers	7.50
	<hr/>
Total	\$104.55-

3
• Your bill may seem that
I am getting the rabbit, I've
repairs were absolutely necessary.
I now have enough cylinder
oil to last until next fall I
think I have the last drum
of oil ext. I have on hand nearly
twenty gallons of cylinder oil
and 10 gallons of oil for
fuel for the engine.

Before I got the rudder fixed
I nearly lost the boat. I
then made up my mind
that I would keep every thing
in good shape.

You must not think that
I am charging up every
thing to the Board. I furnished
paint for the boat, bought a
pump and an air pump.

Now if the Board will pay
me \$70.00 of the above amount
I will ask nothing more as
I used the boat to tow wood

• for myself I hope however
they will see fit to send me
at least \$40.00

I will begin my new
work about the first of April.
Perhaps a word of explanation
about the oil will not ~~come~~
be out of the way.

I bought the oil at different
places at different times.
Oil is not always the same
price. An old engine needs more
or less of repair all the time

Sincerely yours

Geo. E. Ford

In re Hoonah, Ala.

January
December 4, 1917.

Rev. John Dixon, D.D.,

156 5th Avenue, N.Y.

My dear Dr. Dixon:

In a recent letter from Prof. W.T.Lopp, Chief of the Alaska Division of the Bureau of Education, 1223 L.C.Smith Boulding, Seattle, Washington, is the following:

"The Rev. Good and a number of the Hoonah natives have spoken to me with regard to the desirability of the Mission allotting part of its Mission tract for the use of Hoonah natives who wish to build cottages away from the communal houses of the town. I believe that if the Board can arrange to offer them quitclaim deeds for lots on this ground a number of the young people would be glad to build cottages thereon"

This matter has been up before but owing to the apparent inability of Mr. Good to carry any scheme through to a practical conclusion, it has thus far come to nothing. Now, with the advent of Mr. Beck and the dawning of a new day, I believe, at Hoonah, I feel that this matter should be again taken up. The site of the present town is such as to forbid expansion. The mission owns the only ground suitable for cottages such as the forward looking young natives desire to construct. I consider it altogether advisable that the Board give some sort of building privileges to the young people on mission ground.

Will the Board authorize proceeding along this line either by the leasing plan followed at Haines or by quit claiming outright lots to deserving young men. My opinion is that the leasing system is desirable but I would wish to investigate the matter on the ground and confer with Mr. Beck as to the best plan to be followed under all existing conditions.

In this connection will you inform me as to the area held by the Board by patent? I have no information as to the size of the tract.

Very sincerely,

(Signed) James H. Condit.

file

In re Hoonah, Alaska.

February 2nd, 1917.

Rev. James H. Condit, D.D.,

Juneau, Alaska.

Dear Dr. Condit:-

Your letter of ^{January}~~December~~ 4th addressed to our Dr. Dixon has been placed in my hands for reply.

It has reference as to the question of the desirability of allotting part of the Mission Tract at Hoonah to the natives who wish to build cottages awgy from the communal houses of the town, and in connection with which you open the question as to whether it would be advisable to grant leases to the natives as was done at Haines.

I had the privilege of a very satisfactory talk with Judge Gunnison a few days before he left this city for the West, and he made it very clear, as I may have advised you, that it was a wise precaution to be followed in granting the leases to the natives at Haines, for reasons of which you are well advised, so that we are well satisfied that the rather large expense incurred in making out the Haines leases was well spent.

In the case of the Hoonah natives, however, there is no such important question at issue, i. e.- as to the importance of impressing upon the natives the fact that the Board actually owns and will fully protect its title to the land. As I understand your question, none of the natives referred to occupy any portion of our land at the present time, and that they desire to have the privilege of building small cottages on a portion of the land.

Having in mind the large expense incurred in the Haines proceeding, which possibly in the case of Hoonah may be considerably reduced, I hesitateto place the matter before our Finance Committee for attention, in view of the possible need for a grant to be made with which to cover the expense, and I am inclined to think that our Committee would take the position that the natives, in case they receive the desired privilege from the Board, should agree, not only to take a lease to the piece of land which they occupy, but also meet the expense for drawing up and recording the lease. If this arrangement can be carried out, so that the Board will only be called upon to grant the privilege without any attendant expense, then it is quite probable that with this condition and upon your recommendation, sympathetic consideration will be given to the proposition.

The area of the land owned by the Board at Hoonah, according

Dr. Condit, page 2.

to our patent contains 15.16 acres.

There is, however, another question in connection with this matter which needs consideration before reaching any decision, viz:-

The Board of Church Erection holds a mortgage for \$600. executed in 1881 and an additional mortgage for \$750. executed on May 28th 1913 for grants made for the building at Hoonah, located on the above acreage.

I will, therefore, need to take up the question with the Board of Church Erection, after hearing from you, in reply to this letter, and before presenting the matter to our Finance Committee, if we progress sufficiently far to warrant it, that we may obtain from that Board their consent to the leasing arrangement which you suggest.

From the foregoing, you will therefore see that it is not so simple a matter to reply to your letter, as would appear on the face of it.

Kindly give full consideration to the alternative question as to whether the leasing system ~~is preferable~~ or to quit-claim outright lots to deserving young men, is preferable.

In considering the latter proposition, however, it should be borne in mind that while we may be able to see to it that desirable neighbors will be welcomed on the property, we cannot foresee what possible conditions this may eventuate in, and unless there are strong reasons to the contrary, I am inclined to think that the leasing of the land is the preferable system.

Mr. Olin still continues to improve a little day by day, and he is now anticipating leaving home for a warmer climate in the Southern part of New Jersey for a few weeks, in the expectation that his health will permit his return to the office before April 1st.

I may also add that the Board at its meeting held on the 25th ult. elected me Assistant Treasurer, an honor which I deeply appreciate. It will enable me to qualify for more effective service in the interest of the Board and to get in closer touch and sympathy with our people throughout the large field operated by the Board.

Kindly let me hear from you as to the foregoing, and upon receipt of your reply and such recommendation as you may make, I will place the matter before our Committee for their consideration.

Sincerely yours,

Assistant Treasurer.

B/H

THE BOARD OF HOME MISSIONS
OF THE
PRESBYTERIAN CHURCH IN THE U. S. A.

HEADQUARTERS
No. 156 FIFTH AVENUE
NEW YORK

TERRITORY OF ALASKA
JAMES H. CONDIT, D. D., GENERAL MISSIONARY
JUNEAU, ALASKA

February 15, 1917

Mr. Varian Banks,
156 5th Avenue,
N.Y.

My dear Mr. Banks:

I have your letter of the 2nd of February in re leasing tracts to natives at Hoonah.

Before taking that matter up I wish to express my gratification with the announcement that you have been made Assistant Treasurer of the Board. I feel that this is an appointment well merited and that it will make for the more effective service of the Board as well as lighten the burden of our beloved Mr. Olin.

In my judgement it is better to proceed at Hoonah along the line of leasing rather than of quit claiming. In adopting the latter method we do away with all safeguards as to the use and occupancy of mission ground adjacent to our church and mission properties. The natives might dispose of their holdings to white men who are undesirable. The Board would reap no financial benefit from such transfers as the lots would be disposed of to natives at nominal considerations, if any.

The only expense that I can foresee in connection with this plan would be that for surveying. This would have to be done in order to determine lines. I believe that we could arrange to have the natives pay the recording fee if that is necessary. The large expense at Haines was due to the fees paid to Judge Gunnison who was obliged to make several trips to Haines before the complications there could be straightened up. The same form of lease could be used as at Haines

THE BOARD OF HOME MISSIONS

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JUNEAU, ALASKA

It might be advisable to have such forms printed so as to eliminate the expense of typewriting the same. These forms can be used wherever it is desired to lease mission ground for native occupancy.

I would therefore suggest that the matter be put before the committee with the request that permission be granted to lease to natives under conditions similar to those of the Haines leases; that permission be granted to proceed to the survey of the tract to provide the necessary lots, with boundaries indicated, and also that lease forms be printed to be used at Hoonah and elsewhere as needed.

While this will involve the expense of the printing and survey I can assure that no such expense will be necessary as at Haines and also would emphasize the fact that some provision must be made at Hoonah for the young men who wish to get away from the old communal houses and life and who can find no suitable ground to build upon excepting that to which our Board holds title. The enterprise is a purely missionary one.

If the Board should not be willing to provide for the surveying of the tract needed then the only alternative is to quit claim such lots as are desired. This action should be taken as an alternative so that we may dispose of the question in some way. The matter has been long delayed.

In either case the permission of the Board of Church Election should be secured.

Very sincerely yours,

James H. Condit

AC

February 27th, 1917.

In re Hoonah, Alaska.

Mr. Walter M. Aikman, Chairman,

174 Fulton st.,

City.

Dear Mr. Aikman:-

Herewith you will find correspondence had with
Rev. James H. Condit, D.D., general missionary of this Board in
Alaska.

The recommendation made by Dr. Condit that we lease
part of the lands to the natives at Hoonah, rather than to quit-claim
to them any portion of our property, seems to me unquestionably the
proper procedure to follow, as it enables us to control our own
land at any time, and to avoid any unpleasant situation that might
result, should we quit-claim any part of the land, even though the
proposed tenants at the present time may be entirely trustworthy
and agreeable.

We can readily have a small supply of lease forms
printed, as Dr. Condit suggests, and then require the lessees to
pay for the expense of recording same, so that in this way we will
be called upon to meet any large expense.

If you approve of the foregoing, I will promptly write
Dr. Condit accordingly.

Yours very truly,

B.H.

Assistant Treasurer.

WORKS,
NEWARK, N.J.

ESTABLISHED 1836.



P.O. BOX 1997 N.Y.
TEL. 5163 CORTLANDT

The Central Stamping Co.

Nos. 112-114 Fulton St.

New York,
Feb. 28th, 1917.

W. M. AIKMAN,
PRESIDENT

G. W. KETCHAM,
VICE PRESIDENT

A. T. STILSON,
2ND VICE PRESIDENT

D. B. HUNT,
TREASURER

E. M. BLAKE,
SECRETARY

W. M. AIKMAN, JR.,
SUPT OF WORKS

CABLE ADDRESS "CENSTAMP CO."

Mr. Varian Banks,
Assistant Treasurer,

Dear Mr. Banks:--

Dr. Condit's letters of January 4th and February 15th in relation to the Board's land at Hoonah, Alaska, returned herewith. As at present advised the Finance Committee would not consider a proposition to quit-claim any portion of our tract there to the natives but would favor a recommendation to the Board that proper leases be granted as suggested by Dr. Condit. Before however any action is taken for providing forms of leases I should wish to see a copy of the Haines leases with the conditions of which I am unacquainted.

In my judgment a survey should be made and plots to be leased marked out by Dr. Condit or some person to be appointed by him.

Any action on this matter involving expenditure should however be deferred until the beginning of our next fiscal year for reasons which will readily suggest themselves to you. Meantime after seeing the proposed form of lease I will make any suggestions which may occur to me.

Sincerely yours,

CHAIRMAN FINANCE COMMITTEE.

Hoonah Alaska

March 1, 1917.

Mr. Walter M. Aikman,

172 Fulton Street, Manhattan.

My dear Mr. Aikman:--

/This will acknowledge your favor of the twenty-eighth ultimo, with which you returned the correspondence furnished you had with Dr. Condit regarding the proposition to lease a portion of the Board's land at Hoonah, Alaska, to sundry persons.

I enclose a copy of one of the leases made by Judge Gunnison of Juneau, Alaska, in connection with lands of the Board at Haines, Alaska, rented to natives and whites.

It is, of course, understood that there will be no expenditure incurred before the close of the current fiscal year and that this matter has been taken up in order to include such expenses as may be necessary in connection with leases that may be granted in the budget of our next year. Dr. Condit understands, of course, that no definite decision can be made until the opening of the new year.

Miss Smith received a letter from Mrs. Olin this morning that yesterday Mr. Olin walked a little distance from the house for the first time and returned without experiencing the slightest distress or unpleasantness in any way and that he seemed to her more well and like himself than at any time since this sickness came upon him.

It is perfectly wonderful how Mr. Olin has overcome difficulties which an ordinary man would have succumbed to and it begins to look now as though there was a possibility of his own plans being carried out, viz: to recuperate sufficiently to enable him to return to the office somewhere around the beginning, if not before, the new fiscal year. I cannot but feel, however, that it will not be the same Mr. Olin, as necessarily he will need to be very careful in every way and not to attempt more than his strength will permit. This is going to be a very hard thing for him to do.

Sincerely yours,

Assistant Treasurer.

Enclosure.

B-CM

In re Hoonah, Alaska.

March 6th, 1917.

Rev. James H. Condit, D.D.,

Juneau, Alaska.

Dear Dr. Condit:-

Your letters of January 4th addressed to our Dr. Dixon and of February 15th addressed to the undersigned were referred to the Chairman of our Finance Committee, and I am instructed to say -

(1) The Committee would not consider a proposition to quit-claim any portion of our tract at Hoonah to the natives, but would favor a recommendation to the Board that proper leases be granted as suggested. I have submitted a copy of the Haines lease to the Committee, and they approve of same.

(2) Whatever expenditure may be involved in the leasing of any portion of the Hoonah land to the natives will necessarily have to go over into our next budget year beginning July 1st, 1917, as no provision has been made for such an expense in the current year's budget, and in view of the very probable increase of our debt, the Finance Committee are quite insistent that no additional expense be incurred beyond that already projected under the budget.

The natives it seems to us should be willing to meet the expense for drawing the leases, whether they are furnished separately or on a pre-arranged form.

I am also inclined to think that our Committee would expect the cost of surveying to be divided proportionately among the allotments, so that each native would bear his pro rata of such expense.

The government survey which we have covering the patent is ample for our needs and thus it would seem fair and equitable for the natives who enjoy the use of the land on a nominal rental to meet the expenses necessarily incurred in carrying out this last plan.

Can you give me a definite idea as to the probable cost of the required survey, and if you will add to such figure the cost of fee for recording each lease, we can arrive definitely at the figure for the gross expense.

The same reasons for going to the large expense at Haines for leasing the lands there do not obtain at Hoonah, of course, and in order to establish a precedent for the future, I think it is well worth while to attempt at least, to have the natives provide for the expense connected with the proposed leases.

You will, of course, frankly advise this office as to the

Dr. Condit, page 2.

suggestion that the cost of surveying be provided by the natives. Under no circumstances could we agree to quit-claim such lots as are desired.

When the budget is made, it will of course, be necessary to clearly indicate what portion of the property has been set aside for the use of the natives, giving clearly the metes and bounds separately from the remainder of the property retained by the Board, so that we could name the specific part of the property upon which we would necessarily have to ask the Board of Church Erection to release from the mortgage which they now hold on the whole property. This will necessitate two separate surveys, in order to give us the required information.

Yours sincerely,

Treasurer.

B/H

GUNNISON & ROBERTSON

ATTORNEYS-AT-LAW
Suite 200 Seward Bld'g
~~101-107 BECKER BUILDING~~
JUNEAU, ALASKA

August 27, 1917.

The Board of Home Missions,
156 Fifth Avenue,
New York City, N. Y.

In re Hoonah Property.

Gentlemen:-

About two weeks ago the writer had an interview with Mr. Beck, the missionary in charge of the work at Hoonah, with reference to drafting a form of lease to be used with the natives at that place. The writer had also talked with Dr. Conditt before he left for the Interior trip, with reference to this subject.

When I came to talk with Mr. Beck, it developed that there was no survey of the Hoonah tract into lots and blocks so that there was no means of describing the various lots to be leased to the natives. Mr. Beck seemed to think that the Forest Ranger would survey the tract for the Board but it seems to the writer most doubtful, as the Board has a patent to this property and the surveys by Forest Rangers are made only where the property is part of the Forest and is leased by the Forest under the ordinary Permit.

Another point upon which we needed the instruction of the Board was as to whether or not the natives should be permitted to use the leased premises for commercial purposes, it being Mr. Beck's idea that they should be permitted to do so and even to permitting the use of a portion of the tract for a saw mill. You will remember that in the Haines leases this was not permitted. Mr. Beck was to have written me a letter on the subject to be transmitted to you with a letter from me. However, I have not heard from him with reference to this matter and so thought advisable to write the Board with reference to the matter.

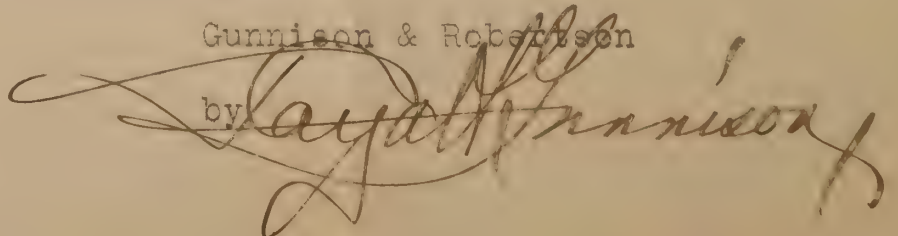
We find that we did not keep a copy of the patent to the Hoonah tract and would thank you to have a copy of the Patent which is now in your files, made and sent to us for reference in ##### this matter.

Yours truly,

Gunnison & Robertson

by

RAG/g



September 10th, 1917.

In re Hoonah, Alaska.

Hon. Royal A. Gunnison,

Juneau, Alaska.

Dear Judge Gunnison:-

Your letter of the 27th ult. in the above matter came to hand a few days ago. I assume that the point at the present time is simply to secure a copy of the description of the Board's holdings at Hoonah, a copy of which in duplicate I enclose.

You will note following the description, a memorandum stating that the Board of the Church Erection Fund hold two mortgages against our Hoonah property aggregating the sum of \$1350. This element entering into the matter may make it quite necessary to go a little slow in the matter of considering any leases. Naturally Mr. Beck did not have such a situation in mind in conferring with you about the proposed leases.

As regards the proposition advanced by Mr. Beck that a portion of the Hoonah property be leased for the purpose of erecting a saw mill, I am inclined to think that the Board would be disposed to look with disfavor upon such a proposition. When once a saw mill is erected it might be quite a difficult matter to have it removed, if for any reason it should be desirable to do so in the future. It seems to me that such leases as we may decide to make should be confined ~~unto~~ individuals over whom we could have full control, by either requiring them to carry out the terms of the lease or taking back the land. The same thought could be applied to the tentative proposition that the leased premises be used for commercial purposes. I have not taken up the matter with our Finance Committee, and therefore, the foregoing represents my own personal feeling in the matter. Unless it can be shown that there is no plot of ground available that can be bought or leased for commercial purposes, and it can be clearly shown that either the Board has got to yield on this point-- or else the proposed commercial business cannot be instituted, I am of the opinion that the Board would take the same stand as they did in the case of the Paines tract. In the latter case, the Board adopted the recommendations that were wisely made by yourself and Dr. Condit.

I will of course, await a more definite proposition regarding this matter before taking it up with our Committee. Such proposition when submitted, should include information as to the probable cost of having the Hoonah tract properly surveyed and set off into lots.

It is possible that Mr. Beck may write direct to the Board concerning this matter, in which event we will send you full information and await your recommendation before taking any definite steps.

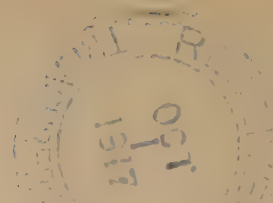
Yours truly,

B.H

Assistant Treasurer.

GUNNISON & ROBERTSON

ATTORNEYS-AT-LAW
Suite 200 Seward Bldg
101-103 DECKER BUILDING
JUNEAU, ALASKA



September 19, 1917.

The Board of Home Missions,
156 Fifth Avenue,
New York City, N. Y.

file
In re Hoonah Alaska.
Attention Mr. Banks.

Gentlemen:-

Your letter to the writer is just at hand and we note what you say with reference to the matter of leases at Hoonah. We anticipated that you would think as you do on this subject. Doctor Donditt also has a like mind on it, I am sure though I have not discussed the particular matter with him as it arose since his departure on his summer trip through the Interior. It is believed that Mr. Beck is waiting for the return of Dr. Conditt before taking the matter up with us again.

We thank you for the description of the tract conveyed by the Hoonah Patent.

Yours very truly,

Gunnison & Robertson,

by

RAG/g

MAR 20 1918

THE BOARD OF HOME MISSIONS

OF THE

PRESBYTERIAN CHURCH IN THE U. S. A.

HEADQUARTERS
No. 156 FIFTH AVENUE
NEW YORKTERRITORY OF ALASKA
JAMES H. CONDIT, D. D., GENERAL MISSIONARY
JUNEAU, ALASKA

March 8th, 1918

Rev. John Dixon D.D.

156 5th Avenue, N.Y.

My dear Dr. Dixon:

It is necessary that the Board take some definite action expressing its policy regarding the occupancy of the Hoonah mission tract.

The native village of Hoonah is in many respects one of the most backward in progress away from old customs. It is especially harmful to our mission work that the majority of the houses are of the communal type.

Our missionaries, and the government teachers, when they urge the building of small houses for single family occupancy, are met by the young men with the argument that there is no available ground for such houses. As a matter of fact the mission tract contains practically the only unoccupied, desirable ground for such buildings.

It seems in every way desirable from the view point of morals and sanitation that such part of this ground as is suitable be made available for occupancy by native couples.

There are two views as to the best plan of arranging this. Mr. Lopp, of the Bureau of Education, quite strenuously maintains that the Board should quitclaim outright. Mr. Beck, missionary at Hoonah, also adheres to this view. Their argument is that the natives should be entrusted with the absolute title to the ground and put on their own honor and responsibility for the proper use of the ground and its sanitary occupancy. They think that there will be some hesitancy on the part of the natives to invest in homes on leased ground.

My own opinion, and that of the Home Mission Committee of the Presbytery, is that it is advisable to follow the system of leasing already in operation at Haines.

(1) In order to be consistent with the policy at Haines.

(2) In order to keep a needed control over the ground. This applies to sanitation moral surroundings, and the possibility of disposing of lots, by natives, to white men who are undesirable persons to be on mission ground, or to other people who are undesirable. Also, the possibility of the lots being put to uses which are offensive to the missionary occupying the mission house or detrimental to the quiet and desirability of the church itself.

(3) A question also arises as to the right, legal or moral, of the Board disposing of ground patented to it for mission purposes, to be used for business or other money making purposes. In other words that it is not desirable that the Board should appear in the role of a real estate dealer.

A question which arises is that of a survey of the tract. This would be necessary either for leasing or quitclaiming.

I have just returned from a trip to Metlakatla and while in Ketchikan called on Mr. Weigle, of the Forestry Department and chief of the Division. The town of Hoonah, and therefore the mission tract, are in the Forest Reserve. Patent to the Hoonah Mission tract, however, precedes the reservation and the tract is segregated from the reserve. The Forestry Department proposes now to segregate the whole village of Hoonah from the Forestry reserve and for this purpose has made a survey of the plat involved in this segregation, including the mission ground. From this survey I have made a pencil sketch of the mission tract and enclose the same herewith.

Mr. Weigle has very kindly offered to complete the survey of the tract to indicate lots such as the Board would need either for sale or lease, without cost to the Board other than that of providing two men to assist the surveyor. This survey would be made this coming summer but would have to be at the convenience of the Forestry Department.

The tract available for native occupancy is that portion along the water front marked "1000 feet" and "300 feet" to the east, or right hand side, of the "slough". I have indicated all buildings already upon the mission ground by which it will be seen that the church building and manse are on the tract to the west, or left of the "slough". This is all the ground needed by the mission but it would probably be advisable to retain one or two lots to the east of the slough in order to keep control of the slough itself.

My idea would be to survey the entire frontage indicated above into lots 100 feet by 150 feet, (frontage of 100') to connect with and correspond to lots already indicated by the Forestry Department east of our boundary line.

Then it would probably be advisable to survey a second tier of lots, back of these and corresponding to the front street lots, and separated by a street.

There are at present four natives occupying houses which they have built on mission ground, as indicated in the sketch, and recognition of the Board's title must be obtained from these squatters. If the leasing system is adopted leases should be obtained from them.

May I ask that this matter be called to the attention of the Council and action taken setting forth, first, the decision as to occupancy of mission ground for residence purposes, and secondly, whether such occupancy shall be by sale or gift (more likely the latter) or shall be by lease for long time and nominal annual rental. The latter I recommend.

Sincerely yours,

James H. Condit

The Board has rendered real service to the native people by holding the ground in question until the present time for the land in question would all be in the hands of white men at this time had it not been under the control of the church for the native does not look very far into the future.

As I understand it, the Board is ready to turn the land over to certain natives on certain terms a land. They are forced by the terms to comply with many rules (all on the one good) and to pay one dollar a year that the Board may retain title and have power to enforce the regulations. The Board

through its missionaries has
been working for full citizenship
for the ~~Alaskan~~ Indians. The
division that many are qualified,
but in all its dealings with them
they are treated as children.

To be consistent we must treat
them. We must give them a clear
title to the land. They should
be given a lot fifty by one hundred
feet properly surveyed with
all necessary street regulations
and a proper deed executed.

I believe all nations far enough
advanced to enter upon the land
in question will gladly pay
for the expense of the deed.

"Alaska" is now ~~land~~ and
we will never grant the
privilege of strong drink to the

natives, Gambling and all other
evils are against the law of the land
which gives the missionary in charge
great power

The African like all good
Americans wants to own his home and
the only way to make a man of him
is to give him a chance to stand
on his own feet

Very Sincerely yours
Geo. J. Beck

(COPY)

July 10, 1918.

Re: Hoonah, Alaska

Rev. James H. Condit, D. D.,
Juneau, Alaska.

Dear Dr. Condit:-

Referring to your letter of March 8th last, in which you suggested that it would be advisable for the Board to adopt some policy regarding the use of the land owned by the Board in Alaska, with special reference to the desire of the natives at Hoonah to secure plots of ground on which to erect homes for themselves, in which you submitted the opinion of Mr. W. T. Lopp and Rev. George J. Beck on the one hand, and the judgment of the Home Mission Committee of the Presbytery and yourself on the other.

I recently brought this matter to the attention of the Executive Council, and as the result of the discussion it reached a tentative conclusion leaning toward the judgment of Mr. Lopp and Mr. Beck.

The Board has the right, both legal and moral, to dispose of the portions of the land patented to it for mission purposes by such transfers as may in its judgment, or that of its representatives, further the interests of the work or of worthy natives in the section concerned.

The policy now followed at Haines, to lease small plots of ground at the nominal rate of \$1.00 per annum, was — as I recall the reasons advanced by yourself and Judge Gunnison — for the purpose of preventing the natives from "Jumping" any portion of the land, and to impress upon their minds the fact that the Board was not only the sole owner of the property, but it must be looked to as having the only legal authority over the land. I cannot feel that the leasing proposition has proved an unqualified success, from a material standpoint at least, as is evidenced by the fact that some time since Mr. Winterberger requested that we send him letters of instruction authorizing him to begin dispossession proceedings in one or two instances in case the lessee continued to refuse, or failed to meet his obligations. Of course, if a man cannot, or will not pay the nominal sum of \$1.00 per annum for the valuable privilege accorded to him voluntarily by the Board, or refuses to carry out the terms of his lease, he cannot be said to be impressed with the fact that he is an undesirable tenant. Then, again, the leasing proposition is one that entails both an original and subsequent cost to the Board; only recently we received a bill for \$25 from Gunnison & Robertson for their services in re Haines property.

If the natives at Hoonah cannot be trusted with absolute ownership they naturally, will decline to erect their homes on the Hoonah lands, as without absolute title they could never feel confident that their homes will be secured to them in the years to come. If the natives are compelled to accept the decision that the 15.16 acres of land acquired from the United States Government primarily for their benefit, is to be held by the Board either in perpetuity, or for an indefinite period of time, will it not, to say the least, cause the natives to question the sincerity of our missionaries and to lessen their regard for the basic motives underlying our work? Our missionaries have tried, among other things, to teach the natives the advantage of clean home life,

honest living and to love their neighbors as themselves. Will it not seem strange to the natives, therefore, after such teaching by precept and example, that the Board or its representatives should decline to apply these same principles in their dealings with them?

All these things were discussed by the Executive Council and the Finance Committee as well, and the latter concluded before making a definite decision that it would be advisable to refer the matter back to you again that the subject may be reconsidered by you and the members of the Home Mission Committee, in the hope that a decision will be reached which will meet with the approval and hearty co-operation of the natives.

Mr. Beck, who is now in the East and who, as you doubtless know, has entered the Y.M.C.A. service for the duration of the war, at my request gave me the following statement:-

"The property question at Hoonah is a very important matter as some of the natives are using it as an excuse to remain in their old tribal houses, for they say the Board is holding the only available building sites in the village. Be that as it may, the fact remains that the time has come when the natives really want to break away from the large house of many families, and build small dwellings of from three to four rooms where one family may live alone. The Board through its missionaries has been working for full citizenship for the Alaskans, holding the opinion that many are qualified, but in all its dealings with them they are treated as children. To be consistent we must trust them."

As we will be unable to take this matter up again before our next meeting to be held September 26th, kindly let me hear from you that I may have the matter ready for presentation to our Finance Committee at their regular time of meeting, the day before the Board meeting.

Sincerely yours,

VB/K Assistant Treasurer.

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Sincerely yours,

Varian V. Banks

Assistant Treasurer.

VB./ K.

August 23rd, 1918.

Mr. Varian Banks,
156 5th Avenue, N.Y.

My dear Mr. Banks:-

Referring to your communication of July 10th, in re native occupancy of mission tract at Hoonah, would say, that in accordance with my letter of August 13th, I have conferred with the members of the Home Mission Committee of Alaska Presbytery in reference to this subject with the following results;

Mr. Bruce, chairman, having no past knowledge of the matter does not feel qualified to pass upon the question, but inclines to the policy of selling outright.

Mr. Waggoner is positive in his feeling that the leasing system is preferable. He is of the opinion that both the native himself and the Board will be better safeguarded in this manner.

Mr. Winterberger writes:

"In regard to the matter of selling or leasing the lots at Hoonah, I can readily agree to the sale of the lots as it will probably be much better than the leasing system we have here. The natives do not, or will not, understand what leasing means, and they will not live up to anything in the shape of a lease you may draw. I have honestly tried to get something worth while here and have to acknowledge that it has been, thus far, a failure and an extremely discouraging job. They are children in some of the great essentials and it will take a long time to make them anything else" "Some of the natives here would like to buy their lots and now that the policy will be inaugurated at Hoonah they will be the more insistent that they have the same privilege".

I still believe that the leasing policy is best for all concerned, if properly carried out. But in view of the difficulties suggested above, and in your letter, I have no zeal in insisting that it be continued.

If the policy of sale is adopted the following matters will need to be determined:

(1) Consistency will demand the abrogation of The Haines arrangement and the adoption of the policy of sale there also.

If the sale policy is adopted for Haines will the whole tract there be opened for such sale with the exception of such portion as is actually required for mission purposes?

If so, the sale to white men is essential in order to secure the largest monetary returned.

(2) If the time has come to grant absolute title to natives under customary transfer agreement then no restrictions as to sanitation or use of ground may be considered.

(3) Also, under such transfer, no prohibition of sale to whites may be inserted, if unqualified title is to be granted to natives. It is likely that whites would eventually acquire lots sold to natives.

Mr. Banks

Aug. 23, 1918

(4) The policy of sale of lots, as well as that of leasing, involves a survey of the ground involved and this should be authorized. The attendant expense will not be as great as that of the Haines ground inasmuch as a survey already made by the Forestry Department can be utilized. The Forestry Survey delineates the mission ground but no more. It will be farther necessary to sub divide the ground into lots.

(5) The question of the price placed on these lots is involved if it is determined to adopt the selling policy. In my judgement only such a price should be fixed as will cover the cost of survey and transfer of property.

Very sincerely yours,

(Signed) James H. Condit.

THE BOARD OF HOME MISSIONS

OF THE

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HEADQUARTERS
No. 156 FIFTH AVENUE
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JUNEAU, ALASKA

October 24, 1918

Mr. Varian Banks,

156 5th Avenue, N.Y.

My dear Mr. Banks:

In your letter of October 7th, in re bill of R.E. Robertson for legal services in connection with Haines leases, I note the statement that as no provision has been made in the Alaska appropriation for such expenditure it will be charged against the existing appropriation.

This means that some closely estimated and necessary expense in connection with the actual Home Mission operations of the Presbytery, salary, boat upkeep, etc., must suffer in order to meet this bill for legal services in behalf of the Board.

In behalf of the Presbytery of Alaska, and after consultation with its Home Mission Committee, I wish to protest this action.

In the first place it is not the province of the Presbyteries nor of the Home Mission Committees to estimate for the Board and include in its budget a sum for legal services in behalf of the Board. The Presbytery is not in a position to know what sums will be needed for such expenditures and it is not a part of the local responsibility. In the present instance the attorneys whose services call for this expenditure were employed by the Board without action or recommendation by the Presbytery. Farther, the Presbytery would have no proper voice in such a matter. It is therefore not a responsibility of the Presbytery and should not be charged against the appropriation made on the estimated budget.

Secondly, we feel that the proceeds of the leases and other profits from the Haines farm should be used for meeting this bill. Mr. Winterberger reports having turned in from these sources, i.e., leases and profits, by remittance to the Treasurer, \$295, since April 4th of this year. It would seem that the returns from the issuance of the leases, by virtue of which this bill arises, and the other farm profits, should be used to meet this bill. It does not seem just that this charge, which the Home Mission Committee could not forecast and estimate, and which, even if so known is not a Presbyterian responsibility, and which farther involves certain receipts, from leases in the making of which the bill originates, should be taken from the appropriation made to meet other and imperative needs of Home Mission work within the bounds of Alaska Presbytery.

The Presbytery, therefore, through its Home Mission Committee protests the action of the Treasurer in charging this \$75 against the appropriation for the Presbytery of Alaska and desires that this protest be brought before the Finance Committee for its consideration.

Very sincerely yours,

James H. Condit

November 6, 1918.

Rev. Carl S. Gladfelter
1405 Clifton Avenue
Springfield, Ohio

Dear Mr. Gladfelter:-

Just a line replying to that part of your letter of the 4th inst. in which you stated that you would return the amount not used for traveling expenses. Please don't do this. I should have made it clear to you in my previous letter that whatever amount remains in your hands from the \$350 advanced on your travel after reaching Hoonah, you will please retain as in part-payment of your second month's salary, or the first salary that is due you subsequent to the receipt of your report on the matter here.

In order to catch the steamer which leaves Seattle on November 19th you are warranted in leaving in ample time to make the proper connections and should the clerical permit for which you have made application fail to reach you by the date you desire to leave Springfield, then it is to be expected that the Board will pay the cost of the tickets for yourself and wife on the basis of the rate then in force.

I am slowly getting matters in shape so as to be able to present a definite proposition to such of the natives who are worthy of confidence who desire to secure home sites for themselves, on the land owned by the Board in Hoonah. Just as soon as the form of transfer can be formulated, which will fully protect the Board on one hand, and insure to the natives a permanent use of the ground assigned to them for their homes, I will send it on.

In the meantime, as I think I stated to you in person, it will be well to refer to this matter in a guarded manner, avoiding above everything such an impression that may be gained by the native that a general offer is to be made to any and all who may come. Before making any promises of any kind you will need to know your man so that all who are accorded the privilege of holding home sites on our property shall represent, so far as it is possible, desirable natives.

When we are ready to take up this matter so as to carry out to a definite conclusion, I will write you fully.

Sincerely yours,

VB/K Assistant Treasurer.

Feb. 22, '19

Mr Varian Banks
156 Fifth Ave.
New York.

My Dear Mr Banks:-

Your letters of Jan. 21, 24, and 29 came on the last boat. I will answer them in order.

" Referring to the leasing of lands to the natives at Haines, I would say, that it is proving not as satisfactory as I could wish but I consider it on the whole a success. It must be remembered that when we began it at Haines, that it was involved with the cutting of wood on the Mission, and also with the use of the Social Hall. I have secured the acquiescence of all natives to the cessation of wood cutting on the mission, and the Social Hall has been disposed of.

This was not secured without some trouble, and I nearly had a street fight with one native to make him see the point, but he saw it and now all is peace and harmony.

I do not think the natives consider the payment of the dollar any more of a graft than they consider the payment of any obligation a graft.

My personal embarrassment has been only such as is common in the performance of a somewhat disagreeable task. I do not consider it has hurt the work in the least, for if attendance at services is any barometer, then my course might better be considered a help for with a constantly decreasing population I have maintained about the same attendance at services as my predecessor.

My very high regard for Mr Beck and deference to him in any opinion he may express concerning native policy makes me very hesitant to differ with him, for he has been so long with the natives and knows them so well, that it seems presumptuous on my part to differ at all.

Yet were I to take action for the Board in re the sale of land owned by the mission to the natives I would lay down two or three principles by which applications would be received, and these when met would entitle the natives to purchase at a reasonable rate lots of mission property on which to build houses. Once however sold, I would neither seek to embarrass nor control their action in any particular. In other words I would treat the native in the transaction just as I would treat the white man.

It must be remembered that so soon as you give one title to a lot every native in S.E. Alaska will know of the transaction. You will not have to make any announcement. They will make it for you.

As for the property at Haines. The primal question in my mind is, why is the Board holding 286 acres, most of which is tillable when cleared, and might be made to support no less than 8 ranchers besides leaving an ample amount for use as Mission ground and for such cultivation as the Board might desire.

The sale of the lots now occupied by natives is involved with the question, Do you want to give the natives the best lots on the Main street of the town, and fronting a considerable stretch of land, which extends back to the Fort Seward Reservation.

II.

If the property is transferred to the natives, I should say SELL at the prevailing price of land where sale is made. If natives can make a white person exclaim, "I never saw so much money spent in one week among natives or whites as I saw spent here in Klawock during Christmas week," What is the use of giving to such people? These were the words written me by Miss Gibson the nurse at Klawock.

My feeling is that the Board has "Loved its native neighbor" in S.E. Alaska to a magnanimous fault. Why give land to natives earning as much as \$1500. in a fishing season? Yet those same natives would not ferry the Missionary across a Strait to hold a meeting unless he paid them for it. "

You are correct in your statements concerning the check for \$116.65, and the balance of \$446.64.

The items of furniture listed in my letter are my personal property, and my desire to sell same to the Board is solely on the ground of saving the Board expense and saving the incoming Missionary the labor and trouble of packing and looking after the same. I can easily dispose of same among Haines people. Take the one item of Range as an illustration. To buy range and set it up and make hot and cold water connection would involve an expense to the Missionary of close to \$75.00 two additional stoves necessary would cost no less than \$40. He would have new stoves it is true, but they would do no better service than those now in use.

The citation of Mr Beck's case is an exception. Not every man would leave the manse furnished in the hope to sell to his successor, he knew not when. In my own case I knew nothing of what I could purchase of my successor's goods until I reached Seattle on my way north.

This is merely answering your letter and not a plea for an exception to the Board's policy in my case, for I have already disposed of such of my furniture as I wish to sell with the exception of the stoves, These I can easily dispose of.

You have no doubt, received the remittance sent by the last mail covering sale of Horse and Cow. As to the balance I will remit as seems wise in view of necessary expenses ;these will be governed largely by what disposition is made of the farm during the coming summer. This is per your instructions, as I understand them.

Your statement concerning the total paid out for legal expenses in connection with the leasing system at Haines, is a sad commentary on the legal talent employed. The Board was not made an exception in the matter, but simply employed one whose method seemed to be that of extracting every possible cent from his client. I could cite other illustrations in proof.

Is it not true that part of the \$632.10 is properly chargeable to the survey made by Mr Birkenbine? Does this come under legal expense?

In regard to lease money being included in farm reports I would say they were, as you have noted, but in accordance with instructions from your office I have made separate reports of all lease money's to the office, on these separate reports you can depend. They give the amounts due from lease rentals.

In conclusion permit me to thank you for your personal word of appreciation, and good will in connection with my new

HAINES MISSION
(PRESBYTERIAN)
HAINES, ALASKA

REV. E. L. WINTERBERGER
MINISTER

III.

work at Skagway, I expect to transfer about April First.

If I can be of any service at any time in connection with the farm or the property at Haines, or if I can answer any queries relating thereto, I shall be pleased to do so at any time.

Again thanking you for your many courtesies, I am,

Very Sincerely Yours.

E. L. Winterberger

March 10, 1919.

William E. Carnochan, Esq.
52 William Street
New York, N.Y.

Dear Mr. Carnochan:-

You will recall a conversation I had with you some months ago regarding the request made by several natives at Hoonah, Alaska, that the Board deed to them, for their use in erecting homes of their own, small building lots to be taken from the excess portion of our land not used in, or required for, our work at that place, which excess portion of land now lies idle. The desire of these natives for building lots is reasonable and should be encouraged inasmuch as by making such gifts the Board will be enabled ultimately to do away with their present mode of living in community houses, which practice can only be abolished by giving each native a small lot on which to build and furnish his own home.

The point that we discussed was the form of deed to be employed in carrying out these transfers, i.e., whether we should quitclaim, on the one hand, or convey title which would so protect the Board as to prevent the land being obtained through the machinations of undesirable white men. It is a question in my mind whether it is advisable to attempt to so convey the land as to give the Board the right of control for a given period as this would prevent the native from securing what he earnestly desires, - a clear title that will give him the feeling of secure possession.

Rev. George J. Beck, our former missionary at Hoonah, and W.T. Lopp, Commissioner of Education for Alaska who has had considerable experience among the natives in that territory, both believe that the Board should give the land by a quitclaim deed only to those natives who have proved themselves worthy of trust and who are now eligible for citizenship. I believe that the latter form of transfer is the most consistent and practicable manner of carrying out the teachings of our missionaries.

I have obtained from the Department of the Interior a copy of its special form of trust deed by which land allotted to the Indians is ultimately conveyed in fee. Taking this form as a basis, should it be finally determined not to adopt the policy of giving a quitclaim deed, I suggest something like the enclosed for your consideration.

My object in bringing this matter to your attention now is to have a definite proposition to submit to the Executive Council of the Board on both sides of the subject when the matter is brought up for consideration in connection with the adoption of ^{an} established policy concerning how land owned by the Board in Alaska, and not required for its work, shall be disposed of, viz: by sale, rental or transfer of some kind. I may add that in the case of Hoonah the only available land for building is that portion of the land owned, but unoccupied, by the Board.

As there is no occasion for an immediate reply to this letter, the matter may be considered at your own convenience.

Very truly yours,

VB/K

Assistant Treasurer.

THE BOARD OF HOME MISSIONS
OF THE
PRESBYTERIAN CHURCH IN THE U. S. A.HEADQUARTERS
No. 156 FIFTH AVENUE
NEW YORKTERRITORY OF ALASKA
JAMES H. CONDIT, D. D., GENERAL MISSIONARY
JUNEAU, ALASKA

March 20, 1919

Mr. Varian Banks,

156 5th Avenue, N.Y.

My dear Mr. Banks:

Replying to your letter of February 14, 1919, in which the question of the policy of the Board regarding its patented holdings in Alaska is raised, I would offer the following:-

First, the expense at Haines:

At various times the cost to the Board of the operations at Haines has been raised. In order to a just judgement as to this expenditure the conditions leading up to it should be considered. When I became General Missionary, a little over five years ago, the situation at Haines was very unsatisfactory in so far as property matters were concerned. The natives and others were cutting the timber from the mission tract with no recognition of the Board's ownership. Numerous squatters were occupying tracts on the mission ground, among them the town of Haines with its fire building, without recognition of the Board's title and with increasing probability of becoming permanently established through default of the Board to protect its title. The Social Hall, built by friends in the east for the use of the Mission, was being used for all sorts of purposes including public dances and was practically out of control of the Mission.

I reported these conditions and recommended that legal proceedings be immediately instituted to protect the Board's interests. In pursuance of this recommendation the Board, after a conference with him in New York, employed Judge Gunnison as its attorney. His fees were high and I called the attention of the Board to the fact that he was a high priced lawyer. On the other hand the following results were attained:- A survey of the ground was made to determine the metes and bounds of each occupant in order to prepare the way for clearing the ground of squatters or to obtain a leasing agreement from the same. This accounts for a good portion of the expense at Haines. Recognition of the Board's title has been secured from each occupant. The trespassing has been stopped. The Social Hall was sold under an amicable understanding with the natives.

These results were secured through the efforts of Judge Gunnison who made a special trip to Haines in order to meet the various interested parties and personally complete the business. Without this personal attention to the matter it could not have been brought about. For example, he met with the town council of Haines and secured from them a reluctant admission of the Board's title to the ground upon which their fire hall was situated.

In view of the future possibilities in value of this Haines tract I have considered that the outlay was justified. It will be worth considerable money some day. Whether the Board desires to profit thereby is for it to determine.

If it had appeared wise to continue the leasing plan it could have been done with small future expense inasmuch as the only requirements now are copies of the lease form prepared by Judge Gunnison, which could easily be prepared in your office by your stenographers, and the execution of the same by the missionary in charge.

March 20, 1919

Second, the Board and real estate business:

The developement of Alaska has put the Board in this position. For example the sale of the lot in Juneau to the Lodge of Perfection for \$10,000, almost a clear profit. Other profitable sales have been made simply because the holdings of the Board have increased in value because of the natural developement of the country.

This holds true at Haines. The Board has patent to 266.54 acres at this point, being the only large holding of the Board patented for mission purposes. Elsewhere the tract claimed by the Board has been reduced to small proportions by the Government officials before patent was issued. I do not know how it happened that the Haines tract was made an exception. This ground is not only valuable now for ranching purposes but it also some day will be more so as the only practicable outlet for the railroad which some day will be built from the interior to the coast at this point and which must come through this land.

But the question of holding this or any other property for prospective increase and profitable sale is, of course, a matter for the Board to determine. Should it appear advisable so to do I would suggest that all ground not needed in the actual conduct of the mission enterprise be offered for sale. I presume that when this tract was granted, at Haines, it must have been known that no such area could be actually employed in mission work and that it was contemplated that the mission would eventually dispose of its surplus holdings for the financial benefit of the same.

Third, the question of native use of mission ground:

It is clearly out of the question to allot the Haines farm to worthy natives. As I have said the Board holds 266.54 acres. The natives are not an agricultural people and would not use more of any tracts allotted to them than so much as would be necessary for a house and garden. Also, this tract if disposed of should be sold to white ranchers who would make proper use of it for the benefit of the community.

As to the leasing plan in so far as residence lots are concerned I am not prepared to say that this has been a failure at Haines. It has not been as satisfactory as we had hoped but on the whole has been successful.

I would say that any policy adopted must be consistent throughout the district. If we give quit claim deeds at Hoonah then we must do the same at Haines.

If the policy of giving deeds to worthy natives is adopted then the interests of the natives themselves as well as the interest of the missions would seem to demand that restrictions be set as to the use to which such lots should be put, the sale of the same, especially to other than natives, and the conditions of life to be assured before a deed is granted.

I would make no charge beyond a nominal fee covering cost of transfer in the sale of lots as above. The ground given to our missions was intended for the benefit of the native people and the Board should not profit on actual portions transferred to them as an encouragement to civilized life. Any other profits which may accrue from the sale of land should be used for the support and development of Alaskan work as intended in the original grant.

Very sincerely yours,

James H. Condit

HERBERT PARSONS
HENRY B. CLOSSON
TOMPKINS McILVAINE
WILLIAM E. CARNOCHAN
ALBERT S. WRIGHT

Parsons, Closson & McIlvaine,
52 William Street,



New York, April 9, 1919.

Varian Banks, Esq., Ass't. Treas.,
Board of Home Missions,
156 Fifth Avenue,
New York.

Dear Mr. Banks:

I return herewith the printed form of deed by which land allotted to Indians is ultimately conveyed in fee, which you obtained from the Department of the Interior and enclosed with your letter to me of the 10th ult.

I also return the typewritten form of deed suggested by you, reading as follows:

"NOW KNOW YE that the Board of Home Missions of the Presbyterian Church in the United States of America in consideration of the premises has conveyed, and by these presents does convey unto the said _____ the land above described, and hereby declares that it does and will hold the land thus conveyed (subject to all statutory provisions and restrictions) for the period of _____ years in trust for the sole use and benefit of said _____ and at the expiration of said period the Board of Home Missions will convey the same by deed to said _____ in fee, discharged of said trust and free from all charge and incumbrance whatsoever; but in the event that said _____ dies before the expiration of said period, the Board of Home Missions of the Presbyterian Church in the United States of America will ascertain the legal heirs of said _____ and issue to them in their names a deed in fee for said land, or cause said land to be sold for the benefit of said heirs as provided by the law."

I assume that the words "has conveyed, and by these presents does convey unto the said _____" were included by inadvertence ^{as they appear to be inconsistent} with the declaration which follows, to the effect that the Board holds the land and will hold it in trust. The Board manifestly could not continue to hold in trust land which it has already conveyed.

To accomplish what I understand has been suggested in regard to making land held by the Board available for use in erecting homes for natives in Hoonah, Alaska, there are the following three plans:

1. The land can be conveyed by the Board outright. To this there is the objection to which you refer. It does not give the grantee the protection which the Board desires to give him against unscrupulous dealings on the part of others.

2. The Board can for a consideration, - such as perhaps an agreement by the Indian who is to enjoy the land, to cultivate and improve it, - agree that it will hold the property in trust for the Indian for a specified period at the termination of which the land is to be conveyed to him or to his heirs. I assume that in Alaska as here in New York there may be limitations in regard to the period during which such trusts may continue, as, for example, that they shall not last longer than during two or more lives in being.

3. The Board can execute a lease of the property for a given number of years with a covenant on its part for one or more renewals, if the lessee complies with the terms of the lease which might include a covenant to cultivate and improve the land and keep it in good condition, as well as other possible covenants appropriate to the situation; and in the lease there might be included an agreement on the part of the Board that at the expiration of the last renewal the property would be conveyed to the Lessee if living, or if not to his heirs.

Without being familiar with all of the circumstances I am not in a position perhaps to judge as to which of these methods would be most feasible. According to my present understanding I am rather inclined to ^{prefer} ~~say~~ the third, i.e., the plan of leasing.

If I have not given you the information which you wish, or there is anything further about the matter in connection with which I can be of help I am, of course, at your service.

Yours very truly,

Enclosure



April 19, 1919.

Rev. James H. Condit, D.D.,

Juneau, Alaska.

Dear Dr. Condit:

Receipt is acknowledged of your letter of the 28th inst., advising that by request of the natives at Hoonah, a survey of the property of that place will be made by the Forestry Department, in order that from such survey the Board can convey, through a proper description, lots taken from the mission tract for the use of the natives. I am gathering together all the data concerning the opinion and judgment of the brethren in Alaska, on the matter of the best way to dispose of the surplus land in Alaska which will not be required by the Board. In letters which we have received the point has been raised by some one, (I do not now recall who) that if we arrange to quit-claim or give to the natives at Hoonah building lots for their use, without a financial consideration, such fact will become known all over the Territory and may embarrass the Board in disposing of its lots in other localities. This is a point that requires careful consideration. This matter will be looked into thoroughly and your own recommendations will be given full weight before a decision is reached.

Would it not be well for you to write to Mr. Gladfelter, stating that the Board will be ready to make no promise whatever in regard to the disposal of the mission tract at Hoonah, until after this survey is made, and that it would also be advisable for you to confirm what I had previously said to him in person, when he was at this office, namely, that he must be very careful to guard any statement that he may make concerning this transfer of lots, and avoid giving any impression, even in a most indirect way, that the Board is ready to transfer these lots without a payment of some kind. When Mr. Gladfelter was here I simply told him that we would bring this matter to a head as soon as possible, but that the terms under which the transfers would be made had not been decided.

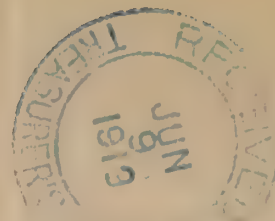
I am much inclined to the belief that, in the event it is decided to transfer building lots for a money consideration, it would be advisable to not hold the price too high, but rather to let the natives have them somewhat less than the present value, inasmuch as we want them to feel that the Board does not sell for the purpose of making a profit, but rather that their very commendable desire to have homes of their own may be encouraged. It seems to me that as the various properties which we hold in Alaska were acquired from the Government specifically in the interests of the mission work, we should not attempt to do a real estate business in the ordinary acceptance of that term. Before any decision is reached, however, as to the plan that will be adopted, I will write you for your final judgment as to the price to be placed on each lot, in the event that it is decided to sell.

Sincerely yours,

Assistant Treasurer.

VB-DO

THE BOARD OF HOME MISSIONS
OF THE
PRESBYTERIAN CHURCH IN THE U. S. A.



PRESBYTERY OF YUKON
JAMES H. CONDIT
STATED CLERK

HEADQUARTERS
No. 156 FIFTH AVENUE
NEW YORK

TERRITORY OF ALASKA
JAMES H. CONDIT, D. D., GENERAL MISSIONARY
JUNEAU, ALASKA

May 28, 1919

Mr. Varian Banks,

156 5th Avenue, N.Y.

My dear Mr. Banks:

I find a letter from you under date April 19, 1919, which is apparently unanswered. It has to do with the disposition of lots to natives at Hoonah.

I have not written to Mr. Gladfelter, as you suggest, for several reasons. One is that we have talked the matter over personally and he understands that he has no authority to act, or promise to act, except by authority of the Board. Another is that for several years we have encouraged the Hoonah natives, who aspire to live in separate houses and sever tribal relations, to believe that lots for their use would be given to such as would so live. They have never been given to believe that this ground would be turned over to them without compensation. I sincerely hope that Dr. Marquis may be able to visit this, and the other fields of Alaska in which the native problem arises, so that the Board may understand at first hand how essential it is to our religious work that we encourage the people to adopt the habits of civilized life by getting away from the communal houses. In so far as Hoonah is concerned the mission ground offers practically the only available space for such segregation.

In so far as the survey, without cost, which was promised to me by the Forestry Department, is concerned, would say that the mission ground would have been included in the survey by which the town of Hoonah was to have been divided into lots, and metes and bounds described. This would have been done by the good graces of the Chief of this Division who is a personal friend of mine. But, unfortunately, he has been transferred to another place and the work is not as yet done. Whether it will be possible under the new administration to have the work done gratis I do not know.

In settling the policy of the Board as to its holdings in Alaska, and especially the disposition of such parts as is not needed in mission work directly, it should be borne in mind that a distinction is to be made between the ground disposed of to whites and that disposed of to natives. In the latter instance the important factor is the benefit of the native morally. Lots disposed of to natives should be given at a nominal figure. This applies equally at Haines and Hoonah and every where else in Alaska. In selling to whites the board should realize all that the land is worth.

In so far as any farther steps looking toward the attraction of our young native people to individual homes and away from the communal houses is concerned we here are at a stand still until the Board comes to some conclusion as to its policy. I trust, therefore that action may not be delayed.

Very sincerely yours,

James H. Condit

August 4, 1919.

Re: Hoonah, Alaska

Rev. Carl S. Gladfelter
Hoonah, Alaska

Dear Mr. Gladfelter:-

I am glad to learn that you will in a short time receive the blue print of the survey of the Hoonah property furnished by the United States Forest Service.

You state that they marked out "some" lots from the Presbyterian premises. Do I understand from this that they actually surveyed and platted such portion of the property as was not required for the use of the Hoonah missionary work? This should be made very clear; i.e., how much of the property is reserved, giving a full description of it, and secondly, how much is available for transfer to the natives under such terms as may be decided upon.

The matter of the terms to be adopted by the Board is one that requires careful consideration as it will be quite apparent that whatever we may do in one place will be known all over the territory, and as we feel well assured that it would be a mistake to quitclaim properties to the natives at some of our missionary points, even though it might be desirable at Hoonah, we must adopt a well developed plan so that we will have a uniform procedure to follow even though the terms at one point may differ somewhat from those followed at another point. The Board, of course, will attempt to arrive at no decision until Dr. Marquis returns from his Alaskan trip; he doubtless will have some very valuable information to give and the Board will want his recommendation before adopting a uniform plan. Of course, we will be very glad to advise you as soon as a definite decision has been reached.

Sincerely yours,

VB/K Assistant Treasurer.

December 5, 1919.

Re: Hoonah, Alaska.

Rev. James H. Condit, D.D.
Juneau, Alaska

Dear Dr. Condit:-

Enclosed you will find a letter which I found in my desk ready for mailing which in some manner was never dispatched.

I now write to say that in view of Mr. Gladfelter's removal from Hoonah and the return to that field of the former missionary, Mr. George J. Beck, would it not be well to postpone the matter of taking up the definite question of to which of the natives at Hoonah shall be transferred lots on which to erect their homes, until Mr. Beck takes up his work there. He is in a better position to take this matter in hand as he knows the field better, and I should feel that we were obtaining the best judgment possible were we to await his recommendation.

I would suggest that this matter be taken up with Mr. Beck as soon as he returns to Hoonah, asking him to recommend to you the names of the men to whom it would be advisable and desirable to transfer the lots and also ask him to give his best judgment regarding the conditions which the Board has adopted regarding these transfers, viz: the condition by which the native to whom the transfer is made will be given the right for himself and heirs to remain in undisturbed possession of the same, but that he shall not have the right to sell.

We believe that in this way the best interest of the natives will be conserved. The property was given to the Board for the purpose of conducting its missionary work, and based upon this fact we agreed that the portions of our mission property as are not required in the conduct of the work ought in equity be placed at the disposal of worthy natives for the sole purpose of enabling them to provide separate homes for their families, but that these transfers should be made as to prevent their using these lots in a commercial way. It is not intended, nor is it desired by the Board, that the Indians enjoying the use of these lots shall later sell them, which, if done, might possibly mean that they would, in some instances at least, return to the community house way of living. The granting of these lots is based solely upon the expectation that the moral welfare of the natives shall be improved and not for the purpose of improving their financial condition.

I will shortly take up with our general counsel the matter of formulating a deed in harmony with the conditions imposed by the Board, just as soon as I hear from you giving the final judgment of yourself, Mr. Beck and others whom you may consult on this question.

I know that Mr. Beck, from conversation I had with him when he was in New York, is of the opinion that a quitclaim deed should be granted to the

Hoonah people without conditions, but I do not recall that I brought to his attention the point which I have made above, that it is not the intention of the Board to improve the financial condition of the natives, hence I would like to have him consider this viewpoint before he gives his final judgment. Will you communicate with him on this matter.

Sincerely yours,

VB/K

Assistant Treasurer.

Enclosure.

January 2, 1920.

Standard Motor Construction Company
172-180 Whiton Street
Jersey City, N.J.

Gentlemen:-

This will acknowledge your favor of the 31st ult. with which you enclosed invoice dated February 14, 1918 for goods sold to our Rev. George H. Beck, Hoonah, Alaska.

I will take this matter up at once with Mr. Beck, secure his explanation and then communicate with you promptly upon receipt of his reply.

I will also, as stated to you over the telephone, notify our missionaries in Alaska to hereafter forward their orders for goods furnished by you through this office so that we may not only have a record of same, but become responsible for the amount of the charges.

Trusting you will bear with us in the present delay, and assuring you that it will be given attention in due time, I am

Very truly yours,

VB/K

Assistant Treasurer.

1920
January 5, 1919.

Re: Hoonah, Alaska.

Rev. James H. Condit, D.D.
Juneau, Alaska

Dear Dr. Condit:-

This is a further reply to your letter of the 20th ult. and immediately concerns the above property.

You state "It should be arranged that titles be prepared in blank, etc.". Now this suggestion is not a practicable one as no corporation would be warranted in executing a number of deeds in blank for reasons which will appear if you will reflect upon this matter a little further.

The action of our Council, as already sent you in a previous letter and which will be considered by our Finance Committee, makes provision for the submission of each case to the Committee so that each proposed sale may be considered at its merits independent of any other case. We will, of course, have to have record here of the name and conditions under which each transfer is made and be able at any time to be prepared to furnish to the Finance Committee a statement of that portion of the property lots unsold.

I agree with you that the missionary should pass upon the character of those who ask for allotments, and that it will not be possible to select a series of names to whom title shall be given for the very reason that you may select men who could not afford to erect their homes. Do you not think it advisable to confine the granting of deeds to only those who are prepared to begin the erection of their homes almost immediately. An arrangement might be made by which a desirable native who could see his way clear to erect a building within a year's time to have a selected lot reserved for his use, but would it not be better to issue no title until well assured that the applicant for the lot means business.

Will you think this matter over and give me your reaction.

Very sincerely yours,

VB/K Assistant Treasurer.

HEADQUARTERS
NO. 156 FIFTH AVENUE
NEW YORK

Hoonah Prop
Alaska

THE BOARD OF HOME MISSIONS
OF THE
PRESBYTERIAN CHURCH IN THE U.S. A.



PRESBYTERY OF YUKON
JAMES H. CONDIT
STATED CLERK

TERRITORY OF ALASKA
JAMES H. CONDIT, D.D., GENERAL MISSIONARY
JUNEAU, ALASKA

February 19, 1920

Mr. Varian Banks,

156 5th Avenue, N.Y.

Dear Mr. Banks:

In my recent absence to the westward correspondence accumulated and I have been slow in getting around to all matters.

Replying to your letter of January 5th regarding the transfer of lots at Hoonah to worthy natives, would say in general, that nothing farther can now be done along this line until the return of Mr. Beck to this field.

Farther, with reference to my statement "it should be arranged that titles be prepared in blank, etc., etc." I did not make myself clear. I did not have in mind the issuing of deeds en masse, but the preparation of a form which should cover the situation at Hoonah--looking to certain restrictions as to transfer, sanitation, etc., etc. I realize that deeds when issued must be individually considered and executed.

However, as I have already said, this matter will doubtless now have to be deferred until Mr. Beck is on the field.

When the proper time comes I will again take up this matter with your office. It is very desirable that worthy natives be encouraged to build houses on lots apart from the communal houses of the village. I have no idea but that when the missionary succeeds in persuading a young man to separate from the old custom communal life by offering him a lot on the mission tract he will be at the stage where he will want to build immediately. Certainly the missionary would not want to allot a parcel of ground until the native was ready to build thereon.

I am sorry to say that the work at Hoonah has not prospered this winter. Mr. Beck will find a very discouraging condition when he returns but of all the men I know in the native work will be most likely to bring light into this dark place.

Sincerely yours,

James H. Condit

December 6th, 1920.

Re: Hoonah, Alaska

Rev. James H. Condit, D.D.,
Juneau, Alaska.

Dear Dr. Condit:

This will acknowledge your letter of the 10th ult. with which you enclosed a blue print copy of the survey made by the Forestry Department of the Hoonah Mission tract. This will be very helpful in considering any proposition that may arise concerning this property. The fact that you report in the former, opinion held by Mr. Beck concerning the best manner of meeting the requirements of the natives at Hoonah for lots on which to erect their homes, harmonizing as it does with your own judgment, puts this matter in a more workable and simpler proposition. I am sure that our Finance Committee will approve of your joint judgment that the lands at Hoonah, now surveyed into lots, be leased to the natives on such terms as may seem appropriate.

Regarding the supply of lease forms, I think it would be more helpful to the Board to have all leases signed here, solely for the purpose of giving us first hand information and opportunity to make proper record. The plan followed at Haines in this regard has proved of no little bother. We were supposed to be furnished with a duplicate copy of each lease; however, on two or three occasions we received rentals in connection with lease of which we had no knowledge. In the second place, I believe that every lease entered into should be considered and approved by the Finance Committee and this Board.

I see no objections, however, to your signing these leases on behalf of the Board, after some have been authorized and prepared here. I do not mean that the leases should actually be signed here, but they should originate here so that the control of same can be properly handled in the Treasurer's office. I, of course, understand that Mr. Beck did what he thought was for the best in making a temporary lease, but it is a concrete illustration of the difficulty we have here. Why did not Mr. Beck notify this office at once of what he had done, giving us the facts and the terms upon which he proposed to make the lease, so that the Board could confirm the same if the way were open.

The foregoing is in harmony with previous action taken by our Finance Committee that in all property matters concerning sales or leases each case should be taken up on its merits. I will, therefore, await your further report concerning lease which has been tentatively made and then request all future propositions of this kind be first submitted to this Board before being actually carried into effect.

Yours sincerely,

VB:MG

Assistant Treasurer

THE BOARD OF HOME MISSIONS
OF THE
PRESBYTERIAN CHURCH IN THE U. S. A.

HEADQUARTERS
NO. 136 FIFTH AVENUE
NEW YORK

TERRITORY OF ALASKA
JAMES H. CONDIT, D. D., GENERAL MISSIONARY
JUNEAU, ALASKA

January 6, 1921

Mr. Varian Banks,
156 5th Avenue,
New York.

Dear Mr. Banks:

Replying to your letter of December 6th in re leases at Hoonah I note that the Finance Committee accepts the system as applying to that place.

I also note that it is the desire of the Committee that such leases originate in New York for proper record. This will doubtless obviate the difficulties of the past, at Haines, under which you have at times failed to receive duplicate leases as contemplated in the original plan. This failure is due to the local agent, or missionary, whose duty it is to see that such duplicates are duly forwarded.

It would appear that the form prepared by Judge Gunnison should be followed in these leases, noting that a special form is in vogue for natives which differs from that for whites, and which was adopted after careful thought as on the whole presenting the essential conditions under which leases may be executed.

It would also appear to be advisable that the leases be signed by me and that I be furnished with duplicate copies for my files. In this manner I will be able to keep track of the same. In the past leases have been executed without my personal knowledge. This was due to the action of the local missionary in acting independently of the General Missionary. Would it not be advisable to notify Mr. Denton at Haines that hereafter all leases are to be prepared in New York.

Another reason for suggesting that these leases pass through my hands is the necessity, as I suppose, of having them recorded in the Alaska District to which they pertain. Am I right as to this?

I enclose a copy of a letter which I have just written to Mr. Beck on this subject.

In concluding I may express the hope that as expeditious a plan of doing this business as possible be adopted. The one thing I fear, is, that so much time may be required in correspondence regarding these native leases that there may be more or less hindrance to the building of houses. When a native makes up his mind to cut loose from the community house and build for himself he usually wants to go right at it and the missionary is anxious that he shall do so. I hope that it may be borne in mind that these native leases differ from white leases in carrying no consideration of profit. It is solely a question of providing, at nominal rental, for homes on mission tracts which shall be individual, Christian and sanitary.

Cordially yours,

James H. Condit

*WJ 1/27/21
to G.S.D. ✓*

*No - unless the laws
of A. require it*

Copy

January 6, 1921

Rev. George J. Beck,
Hoonah,
Alaska.

Dear Mr. Beck:

I am enclosing a copy of a letter to Mr. Banks in reply to his letter of December 24th, 1920, relative to the leasing system as applying to natives in general, and at Hoonah in particular. I am also enclosing Mr. Banks' letter for your information and would like it returned for my files at your leisure.

It appears that the leasing system is adopted for Hoonah and that you may proceed to negotiate with natives there for occupancy of lots on mission ground as indicated in the surveyed plot.

It is the desire of the Finance Committee that these leases be prepared in New York in order that record of the same may be properly kept. It is my understanding that the form of lease will be virtually that in use at Haines, a copy of which I believe you have, and which was prepared for the Board by the late Jules Gaudin. In entering into tentative agreement with natives, therefore, you may use this form in instructing them as to the conditions under which they will be permitted to occupy mission ground under lease.

I would suggest that the lease which you have already executed be sent to Mr. Banks in order that he may substitute for it the lease which the Board proposes to issue. Then, when it is received in Hoonah, you will be in a position to secure the signatures of the man and wife occupying the house and lot and to whom you have issued the temporary lease.

In the future I would advise that you send to me the names of persons desiring leases, with the number of the lot, as by the survey, which is desired, and a letter setting forth the character of the persons who wish to enter into contract with the Board. I will then forward the request to the Board and the leases will be executed in ink and returned to me for signatures. After they are properly signed they should be sent to New York for filing and record. I will want a duplicate copy for my files in order that a complete record may be kept.

In entering into negotiation with natives as to these leases great care should be exercised not only as to character but also as to the ability and intent of the parties to erect a suitable building within a reasonable time. Failure to do so should annul the agreement and lease. What do you suggest as to leasing arrangements with those who have long been living on the mission ground?

Cordially yours,

James H. Gaudin

Hoonah, Alaska.

January 15th. 1921.

Mr. Varian Banks, Asst. Treasurer
Board of Home Missions Presbyterian Church,
156 Fifth Ave. New York City.

Dear Mr. Banks:-

You will find enclosed the contract signed by Lonnie Huston and his wife. I did not send it in before because I supposed Dr. Condit should act upon it first, and have been waiting for a copy of the proper lease as this paper is simply a promise that lease will be signed when it arrives. I have not changed my opinion in the least. What I said to you in your office stands today as my opinion, but we have held that ground for a little over thirty years and not one thing has been accomplished in that line, and it is not the natives fault. I saw the chance to make a good start and gave the man permission to build, but as I had no other orders felt I must hold him to the rules laid down by Dr. Condit and the board as far as I could remember them. Mr. Huston has cleared a large part of his lot and built a beautiful little home and is a fine model for the rest to copy. The business, social and spiritual life of our people is encouraging this winter

Most cordially yours

Geo. J. Beck

THE BOARD OF HOME MISSIONS
OF THE
PRESBYTERIAN CHURCH IN THE U. S. A.HEADQUARTERS
NO. 156 FIFTH AVENUE
NEW YORKTERRITORY OF ALASKA
JAMES H. CONDIT, D. D., GENERAL MISSIONARY
JUNEAU, ALASKA

January 19, 1921

Mr. Varian Banks,
156 5th Avenue,
New York.

Dear Mr. Banks:

This letter is in reply to your communication of December 6th, 1920, in reply to my letter of the 10th of December, with reference to the leasing of lots to worthy natives at Hoonah.

I submitted your letter to Mr. Beck and in his reply which has just come he indicates that he has forwarded to you the lease form which he executed last summer to a native who has since built a house on the mission ground.

In his letter Mr. Beck says, in part:-

"I would like to say in the first place that my opinion has not changed. Mr. Banks says in his letter of December 6 'the fact that you report a change in the former opinion held by Mr. Beck, etc.'" My opinion is absolutely the same but I felt that the time to do something had arrived and that the only way to do it was to conform as nearly as possible to the rules of the Board. If I had had a copy of the lease such as they have at Haines I should have used it but I have not. I hope you can send me one or more soon.

From what I understand from Mr. Banks' letter he wants me as soon as a native makes up his mind to move out from the old village to write to the General Missionary and then if he is at Point Barrow wait until he gets back, then write to Mr. Banks at New York and then after the Finance Committee and the Board have approved and we wait two or three weeks for the mail to get back, to tell the man that he may, if he is good, move on the ground but at the first little break he makes he is to be kicked out root and branch.

Perhaps it is putting it a little too strong to say that Mr. Beck has changed his former opinion and he now states that he has not. I find by reference to my letter of November 10th to you on the subject that I said "Mr. Beck accepts the leasing system as the best arrangement for Hoonah". Evidently he accepts this arrangement as the best available plan.

Beck changes his recommendation which was the point raised that enters into this matter

Your suggestion that in the future all leases originate in New York, on the ground that such a course would be more helpful to the Board, raises the question as to whether such a procedure would also be more helpful to the field. In my judgement it would not be, and especially as applying to these native leases.

It should be borne in mind that the only fields affected, or that will be affected, by the leasing system, are Haines and Hoonah. In the latter the only leases ~~that will be affected~~ are those under the terms of which natives will be granted tracts of mission ground, for a mere nominal annual rental of One Dollar per year, for the sole purpose of separating them from the iniquities of the communal house and unsanitary conditions of the present native village. The form of lease at Hoonah, as also in so far as native leases at Haines are concerned, will be identical in each case. A form once prepared, as has been done by the Board's late attorney in Alaska, Judge Gunnison, will be all that is required in all native cases. It only remains to fill in the blanks for names, dates, and description, have it signed in the presence of witnesses on behalf of Board and parties and report to the Board what has been done. There is nothing for the Finance Committee to consider in individual cases as that has all been taken care of in the general, native lease form, which we are using in all cases of this kind.

In cases where a rental return involves a different situation the case is somewhat different. However, in such cases, you in New York must depend upon the representations which are made from the field and must rely upon our judgement here. We must fix the proper terms and make the bargain. In these cases, also, a form has been prepared by Judge Gunnison which has been closely followed in the past. It is only necessary to fill in description, fees, names, dates, and append signatures as heretofore indicated.

The question of whose name shall appear in behalf of the Board is a mere bagatelle. But the question of the interest of the field is important. To wait, as Mr. Beck suggests, for all the routine of submitting each of these native leases to you in New York and for your formal action there will obstruct the very thing which we are seeking for, viz, to get these people to build on mission ground in a Christian and sanitary manner. When a native is in the mood for so doing we do not want to keep him in a state of suspense until it is too late for him to build during the season or until he has spent his money for something else and is out of the notion.

I therefore urge that we be allowed to take care of these native leases here on the field. If this is granted and if the leases, whether white or native, are directed through my office, I will see to it that you have record of the same. The reason that you have not had accurate reports in the past is that there has been no report to me regarding these leases. At the first I was kept in touch with the leases through Judge Gunnison. But more recently the leasing business has been conducted directly with New York by the man on the field and the field does not always have a man of business to attend to the same, as was the case when Mr. Winterberger was at Haines.

Should it seem advisable that the Finance Committee pass upon those leases which involve a financial consideration it may be understood that such leases be forwarded to me for record here, then sent on to N.Y. for approval and returned here for final signature. In this manner both your office and mine will have record and you will have the opportunity of checking up on such contracts. In so far as the native leases are concerned let them also come to me for approval and signature. I will report all such to you for your records. Let blank lease forms be prepared both for native and white use. Let me have a quantity of the native lease forms here to be

*and
Consent*

January 19, 1921

finally executed here under my supervision. Let me also have a supply of the white lease form, only needed at Haines, to be used in placing the conditions of contract there before the proposed lessees, and then sent to me to be forwarded to you in New York before they are signed and thus executed.

interests. The difficulty of getting matters through which affect our property matters here in Alaska, is oftentimes very annoying and a hindrance to our work. The Wrangel situation is an illustration in point. I have been trying for two years to get through the proposal to have the portion of the ground there not needed for mission purposes surveyed into lots and sold for the benefit of our work. I have agreed to the representation of the citizens there that the ground is needed in the development of the town. The mission does not need it. The sale of lots will take care of all expense in connection. But the authorization does not come.

No officer of the Board has such latitude

You will understand, of course, that all this is not intended for unjust criticism. We on the field see one side of the situation and only the local side. You in New York have the great general burden to bear and are doing your best to do what is best for the whole field. But am I not right in saying that the work will be farthered by putting men on the field upon whose judgement you can rely and then leaving the details to them. If you can not rely upon them you should have men whom you can rely upon. For myself I ask no responsibility which is not properly mine and in so far as that is concerned it would be easier for me to put the burden of details upon you in New York. But I am firmly of the opinion that this is not for the best interest of the local work and that your agents on the field should be entrusted with so much of the business as is of more interest locally than to the Board in general.

Sincerely yours,

James H. Condit

Mr. Banks
Dr. Patterson
Hoonah, Alaska

Page 1.

February 1st, 1921.

1. Herewith find letter from Dr. Condit dated November 10th, 1920 concerning the matter of leasing to natives of Hoonah, from the mission ground owned by the Board of Home Missions, lots for building purposes.
2. Also blue print showing the Townsite plat of Hoonah, Alaska, and that portion thereof owned by the Board, surveyed into building lots.
3. Letter from this office to Dr. Condit dated December 8th, 1920, reply thereto of Dr. Condit dated January 6th, 1921 to which is attached copy of his letter of same date addressed to Rev. George J. Beck.
4. Letter of Rev. George Beck dated January 15th, 1921 to which is attached the contract negotiated by Mr. Beck with Lonnie Huston and his wife, which contract is dated November 23rd, 1920.
5. Letter from this office to Mr. Beck dated February 1st, 1921.

It will be noted -

1. that no definite lease form has ever been formulated, nor has it received the definite consideration of the Finance Committee or the General Counsel of the Board.
2. As noted in the letter to Dr. Condit of December 8th, these leases were to be taken up each upon its merits. This is in harmony with previous information given to Dr. Condit and in line with instructions given to Mr. Beck when he

2. ~~As noted in the letter to Dr. Condit of December 8th, these leases were to be taken up each upon its merits. This is in harmony with previous information given to Dr. Condit and in line with instructions given to Mr. Beck when he~~
3. In view of these facts your special attention is called to the second paragraph of the letter of Dr. Condit addressed to Mr. Beck.

With reference is made in Dr. Condit's letters to the desirability of having a uniform lease in connection with all properties held by the Board where it is found desirable to lease portions thereof to natives, you will find attached a copy of the lease that was drawn up and approved by Judge Gunnison of Juneau, Alaska, the former attorney of this Board on all legal matters in Alaska.

I may add that Mr. Beck enclosed in his letter his personal check on the Juneau Bank for \$1. in payment of the first years lease on the lot which Lonnie Huston now occupies, ^{which he returned to him} stating that when this lease is finally approved by the Board we can arrange to deduct the \$1. from his salary check and thus save one-quarter of the amount of that check for exchange fee.

Mr. Banks
Dr. Patterson
Hoonah, Alaska

Feb'y 5, 1921.

Herewith find letter from Dr. Condit dated January 19th, 1921 exhibiting the same difficulty that we find possessed every man who goes to Alaska, namely; that more than ordinary discretionary authority should be given them simply because they are located a few thousand miles further away from the offices of the Board than the average missionary.

I have not replied to Dr. Condit's letter. I will leave that to you unless you wish to close this present correspondence by a statement of the Board's attitude and of the necessity for requiring all records regarding our property interests to be initiated at the Board's offices.

HERBERT PARSONS
HENRY B. CLOSSON
TOMPKINS McILVAINE
WILLIAM E. CARNOCHAN
ALBERT S. WRIGHT

Parsons, Closson & McIlvaine
52 William Street.

JUN 23 1921

New York, June 22nd, 1921.

Dr. W. R. Patterson,
Financial Secretary,
Board of Home Missions,
156 Fifth Avenue,
New York City.

My dear Dr. Patterson:-

I return copy, enclosed with your letter of the 17th inst., of "Native's Lease" so-called made between the Board and Joe Kodgekan of the Town of Haynes, Alaska, dated May 3rd, 1916, and executed by the Board and the lessee. This copy of lease I understand to be submitted to me as a form for my approval.

In some places the lease does not seem to me to read consecutively or to express a clear meaning. To correct it in this respect and in three or four others, I have indicated certain changes on the lease which you will observe and which I summarize as follows:

(1) I think that the word "missionary" describes the Board more accurately than the word "eleemosynary".

(2) The changes indicated in pencil in the last paragraph on the first page seem to be necessary to make sense. Without these changes the paragraph does not seem to me to parse.

(3) In the sixth line of the second page I have inserted the words "or until the earlier termination of this lease as hereinafter provided". The point of this change is a legal one and has reference to possible increased facility in dispossessing the tenant in case he should violate covenants of the lease other than the one to pay rent.

(4) The other changes on page 2 have reference to what I understand to be the requirement that the tenant shall not only keep in repair the dwelling house on the premises but that he shall actually construct one. The requirement that he shall construct one in the lease as submitted was omitted.

(5) In the last line of the second page, if I understand the provision, it requires the insertion of the word "with."

(6) On page 3 in the third paragraph, I do not under-

stand the words which I have inserted in parenthesis "or for any purpose whatsoever". Is it the intention that "for any purpose whatsoever" the tenant may remove the house? If not I think these words should be stricken out.

(7) In the fourth paragraph on the 3rd page I have inserted certain words as you will see.

(8) In the last paragraph ^(3rd page) I have inserted the words "or this lease".

(9) In the same paragraph I do not understand what appears to be the provision that the tenant "shall not take into any house now standing upon said premises or to be hereafter erected thereon any person or at all, nor upon said premises during said term". This would seem to exclude the tenant from the right of ever admitting anybody into the house or upon the premises. Is that the intention?

(10) On page 4 I have stricken out, as you will see, the words "as to the use of said premises". I think that the rights conferred on that page ought not to be limited to the breach of any particular covenant, but that the landlord should have its rights upon the breach of any covenant, whether it is a covenant "as to the use of said premises" or not.

(11) I think it better to insert the additional word "dispossess" at the place indicated on the last page *but one*.

(12) In the third line from the botton of page 4 I have inserted the words "and term"; and in the second line from the botton of the fourth page I have struck out the word "fully."

(13) On the last page I have inserted in the first line the words "and the term hereby demised shall cease and come to an end absolutely."

(14) The words "save and except that the rental value thereof shall be agreed upon by the parties hereto" do not appear to me to accomplish anything. They simply mean that the parties to the paper agree to agree. Suppose they do not agree. The result, in my opinion, would be the right on the part of the tenant to a renewal of the lease at the same rental, i.e., \$1.00 a year. Perhaps that is your intention. Under these circumstances, of course, the tenant will not be apt to agree to any change.

(15) At the end of the clause on the last page, which relates to a renewal of the lease, I have added this clause "if one shall have been erected in compliance herewith and except that it shall not contain any covenant for further renewal". I assume

Dr. W. R. Patterson -3

that this corresponds with your intention.

I make the foregoing suggestions, which are largely practical, for what they may be worth. It is difficult to go into the matter by correspondence and I am willing to sit down with you at any time and go over the lease line by line in order to put it in such form that it will accurately express the intention of the parties.

Very truly yours,

William E. Carson

THE BOARD OF HOME MISSIONS
OF THE
PRESBYTERIAN CHURCH IN THE U. S. A.HEADQUARTERS
NO. 156 FIFTH AVENUE
NEW YORKTERRITORY OF ALASKA
JAMES H. CONDIT, D. D., GENERAL MISSIONARY
JUNEAU, ALASKAHoonah

October 11, 1921.

Dr. W.R. Patterson,
156 5th Avenue,
New York.

Dear Dr. Patterson:

Under date June 17, 1921, you made reply to inquiries which I had made in re native lease forms for especial use at Hoonah. It was your thought that Mr. Carnochan, counsel for the Board, would pass upon these lease forms, and that as soon as his final approval had been obtained you would forward the same.

Upon my return I do not find the same and therefore suppose that it had not as yet been sent. There are three or more houses now built, or under way, at Hoonah, and the leasing matter should be attended to promptly.

It will be necessary to have a number of copies of this form. Would it be possible for your office force to duplicate the same to the extent of, say, 25 copies (50 would be better) and thus save the expense of having it done at this end of the line?

May I ask, also, whether the sale of the lot at Haines to the Masonic Club, went through.

Cordially yours,

